The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, NOVEMBER 3, 1923.

ANNUAL SUBSCRIPTION, PAYABLE IN ADVANCE.
£2 12s.; by Post, £2 14s.; Foreign, £2 16s.
HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The League's Questions for the Jurists.

EVENTS IN EUROPE move so rapidly that it seems like reviving ancient history to refer to the questions (we will print them next week) arising out of the recent demands by Italy against Greece which have been submitted by the Council of the League of Nations to a Special Commission of Jurists. This is the sole result of the incident of legal interest, all the rest having been a resort to what we may describe as uncovenanted violence for the purpose of enforcing the Italian demands, and a "judgment" of expediency given by the Council of Ambassadors. Compensation for the deaths of the Italian Boundary Commissioners in Albania has been awarded to Italy without waiting for the liability of Greece to be proved or the amount of the compensation to be assessed. Nothing has been said about the deaths and wounding of children and others in the bombardment of Corfu, for the reason, we gather, that Greece made no claim to the Council of the League, although it was a crime quite as shocking—perhaps more so—than the killing of the Commissioners.

"Peaceable Bombardment."

THE PARTICULAR point which made the bombardment of Corfu unlawful, whether or no it would have been lawful before the Covenant, was that Italy was bound under Articles 12, 13 and 15, to submit the dispute with Greece either to arbitration or to the Council, and "in no case to resort to war until three months after the award by the arbitrators or the report by the Council." Sir FREDERICK POLLOCK, in his letter to *The Times* of 10th October, has said that the bombardment of Corfu was not an act of war, but obviously the meaning of the Covenant is that, pending award or report, there shall be no resort to armed force. By

joining in the submission of questions to the Commission of Jurists Italy has—too late to be effectual in the present instance—acknowledged the competence of the League, as to which there could legally be no doubt, and this competence extends to so-called questions of national honour just as much as to anything else. Whether the League of Nations has been weakened by the incident, we need pronounce no opinion. General SMUTS has spoken of it as the only remnant of eager idealism that we have left out of the war, and the unfortunate omen of Italy's violation of the Covenant, and her consequent breach of the "Sanctity of Treaties," has been strongly impressed on the public, notably by Viscount GREY's letter to *The Times* of 9th October. Lord ROBERT CECIL, relying on Sir FREDERICK POLLOCK and "Peaceable Bombardment," has defended the line taken by the Council in his speech to the Imperial Conference on 11th October (published in the Press on 13th October), on the work of the League of Nations, and the speech, though not altogether convincing, is entitled to respect; the more so that, but for the intervention of himself and M. BRANTING, supported whole-heartedly by the smaller States, the action of Italy might have passed altogether without protest. But no doubt Lord ROBERT, notwithstanding the skill of his defence, would agree with M. BRANTING's declaration in the Assembly that, while peace had been preserved, justice had not been done. The result is to emphasize the limitations to which the League in its infancy must be subject.

General Smuts' Intervention.

M. BRANTING's strong support of the League of Nations is well known. It is recorded in his article on the League contributed to *The Times Swedish Supplement* for 29th May last, telling of his support in the Swedish Parliament, in the face of strong opposition, of the adhesion of Sweden to the League, "the only positive guarantee of peace which has been produced by the war." Still more prominent as a supporter of the League is General SMUTS, whose pamphlet "The League of Nations," published in December, 1918, first made it a practical proposition. And amid the calamities of the present time—"Europe," as Viscount GREY has said, "sliding surely, though it may appear slowly, towards the abyss"—it is a singular coincidence that it has fallen to General SMUTS, almost alone of British statesmen, in his great speech on the 23rd ult., to focus public attention on the illegalities and cruel oppression in the continued war against Germany, and once again to call for co-operation between the nations to stay the impending catastrophe. One of the great poets of the nineteenth century describes GOETHE as the physician in "Europe's dying hour" after the Napoleonic wars—

> "He took the suffering human race,
> He read each wound, each weakness clear,
> And struck his finger on the place
> And said—Thou ailest here, and here."

General SMUTS may be the man of action rather than the philosopher, but his diagnosis is no less unerring.

Doctors and the Panel.

THE MINISTER of Health has made an offer to Panel Doctors which involves the appointment of a Royal Commission, with alternative proposals as to the capitation fee as from 1st January next. The Royal Commission—described as impartial, though that is always assumed as to such Commissions—is to be appointed to investigate and report on the whole National Health Insurance system, including medical benefit and the doctor's remuneration; the terms of reference to be agreed with the profession. The alternative offer is (*a*) a capitation fee of 8s. 6d. for five years, subject to liberty for the profession to re-open the question during that period, if the Commission suggests any material alterations in the conditions of service; or (*b*) the fee to be dependent as from 1st January on the amount recommended by a special court of inquiry. Thus there would be a Royal Commission in any case, and if alternative (*b*) is selected, there would also be an immediate court of inquiry. To the public the appointment of a Royal Commission is the important feature in the offer. The offer includes the allocation of a special fund to rural doctors to cover motor or other carriage.

The Probation System in America.

AT THE ANNUAL Meeting of the Magistrates' Association, which we reported last week, and also that of the London Police Court Misson reported this week, emphatic reference was made to the advantages of the Probation System and the expediency of making more extensive use of it. With us the system depends on the Probation of Offenders Act, 1907, and Sir ROBERT WALLACE, speaking of the County of London, said it took the lead in applying the Act, with the result that, out of every hundred persons bound over under the Act, ninety-five had not gone back to criminal life; and as regards first offenders, the Lord Chief Justice urged magistrates to think twice and thrice before sending a man or woman to prison for the first time. We received some time ago a reprint from the *Massachusetts Law Quarterly* for August, 1917, of an article containing an account by Mr. GRINNELL, of the Boston Bar, the editor of that very interesting journal, of the origin of the system in Massachusetts, which seems to be its home. So successful had it been that the practice was adopted in the Federal District Courts; that is, a plea or verdict of guilty was taken and recorded, but no sentence was inflicted, and the prisoner was let out on bail. The question arose in 1831 whether the court had power to inflict a sentence later, and it was held by Judge THATCHER, an eminent and learned judge who sat in the Municipal Court of Boston from 1823 to 1843, that the court had such power, and this was affirmed on *certiorari*. This practice of probation was based on the common law powers of the court, but it received a check for the Federal Courts in December, 1916, when the United States Supreme Court held in *Ex parte The United States, Petitioner*, 242 U.S. 27, that there was no power to postpone execution of sentence during good behaviour. It was suggested, however, in the opinion delivered by Chief Justice WHITE that the numerous convicted persons who had been released on probation should be pardoned, and President WILSON pardoned some 5,000 persons. Probation, however, had been introduced by statute for the District of Columbia in 1910, and when Mr. GRINNELL's paper was written a Federal Probation Bill was before Congress, but we do not find it among the recent United States Statutes, so that presumably it has not yet been passed. In 1878 the system was made statutory for Massachusetts by an Act of that year, and we print elsewhere from Mr. GRINNELL's paper the record of what appears to be the earliest legislation of the kind, with a note as to the results. The system has such hopeful possibilities that information about it will be useful.

The Borstal System.

ANOTHER MODERN system for dealing with offenders, but confined to juveniles between the ages of sixteen and twenty-one, is the Borstal system which was adopted as part of our penal system by the Prevention of Crime Act, 1908, though it had been in operation for some years previously. The first prison assigned for this purpose was the convict prison at the village which gave its name to the system—Borstal, near Rochester—and this was opened for the special treatment of juvenile delinquents on 16th October, so that the system may be said to have come of age last month. But the chief lines of the system, which appears to have been due to Sir EVELYN RUGGLES-BRISE, late Chairman of the Prison Commissioners, were laid down in the Report of the Departmental Committee on Prisons in 1895, and it was recommended as a "half-way house between the prison and the reformatory." Experiments embodying some of the recommendations of the Committee "were begun by the Prison Commissioners at various prisons from 1899 to 1900, but until 1909 these experiments were undertaken as a matter of internal arrangement under the ordinary prison regulations framed by the Secretary of State under the Prison Act, 1898, modified as far as might be to meet the altered circumstances": see "English

Prisons To-day," edited by Stephen Hobhouse and A. Fenner Brockway, 1922, Longmans, Green & Co., which contains a full and very interesting account of the system. Since Borstal was opened, two other similar institutions for boys have been established, at Feltham and Portland—the convict prison at the latter place being taken over—and one for girls at Aylesbury. The Annual Reports of the Prison Commissioners also contain information as to the system, and from the Report published in 1922 it appears that 504 males and 58 females were committed for the treatment, though, as Mr. C. H. BOUCHER of the Howard League for Penal Reform, points out in a letter to *The Times* of 19th ult., these are but a small proportion of the whole number of young prisoners for 1921-22 received for detention, namely, 3,524 males and 629 females. The Prison Commissioners say that "if persons under twenty-one continue to be sentenced to imprisonment, separate establishments for them are one of the first things that should be provided as soon as money can be found." It is interesting to read in the Report that the system of monitors or prefects has been further developed, and various duties of supervision and maintenance of order are delegated to suitable inmates. "The responsibility they carry has a good effect upon them, and they rise to it as a rule in much the same way as happens at public schools."

Incomplete Contracts and Recovery of Deposit.

THE DECISION of the Court of Appeal in *Chillingworth* v. *Esche* (reported elsewhere), reversing the judgment of Mr. Justice ASTBURY, 1923, 1 Ch. 576; 67 SOL. J. 556, settles an interesting point in the law of vendor and purchaser. A proposing purchaser paid a deposit on the footing of a memorandum "subject to formal contract." The formal contract was not executed, and the matter fell through without any default of the vendor. The purchaser claimed to have the deposit repaid. Mr. Justice ASTBURY did not decide whether there was a concluded contract or not, but held that the deposit was an earnest that the purchaser would go on with the negotiation and sign a proper contract tendered to him by the vendor. Accordingly he could not recover the deposit. No doubt there is good reason for such a decision on common sense grounds, and since we are told the law is the perfection of common sense, the decision should have been right. But legal principle has to be considered as well as the common sense of the particular case, and we suggested at the time, 67 SOL. J. 632, that the judgment went beyond the earlier decisions and that the vendor could not keep the deposit unless it was paid under a concluded contract. The Court of Appeal have taken this view, and since, under well-known recent decisions, the words "subject to a formal contract" prevent the memorandum from being a concluded agreement, the vendor was not entitled to retain the deposit. It is, we believe, a common matter for house agents to take a deposit on a memorandum containing the words in question, and the decision is of considerable importance. It is one of several in which the Master of the Rolls has shown very convincingly his adaptability to his new sphere.

Security for Costs and Irish Litigants.

STRICT LOGIC pursued to its inevitable conclusion forced the Court of Appeal—an interlocutory court consisting of BANKES and ATKIN, L.JJ.—to hold in *Wakely* v. *Triumph Cycle Company Limited*, *Times*, 23rd ult., that a plaintiff resident in the Irish Free State who commences proceedings in the English High Court must conform with the requirement of Ord. 65, r. 6, and give such security as a master may require of a "foreign plaintiff." This result follows from the Irish Free State (Consequential Provisions) Act, 1922, which received the Royal Assent on 5th December of last year, and in accordance with which the Irish Free State was duly "proclaimed" to be such by Royal Proclamation dated 6th December, 1922. It is, of course, familiar practice, that a foreign plaintiff must give security in our courts, and a foreign plaintiff means *primâ facie* one resident outside England. The Judgments Extension Act, 1868, made Scots and Irish and English judgments enforceable reciprocally within the three members of the United Kingdom, and therefore did away with the necessity of requiring such security in England from Scots or Irish residents, and this state of affairs was confirmed by the Judicature Acts of 1873 and 1877. This position was expressly preserved by the Home Rule statute, namely, the Government of Ireland Act, 1920, which divided Ireland into "Northern" and "Southern" Ireland, but most of which was repealed before it had seriously functioned, as the result of the Irish Treaty and the consequent legislation. Art. 73 of the Schedule to the Treaty Act, *i.e.*, the Irish Free State (Consequential Provisions) Act, 1922, was probably intended to keep in force such beneficial statutes as the Judgments Extension Act, 1868, for it contains this enactment: "Subject to the Constitution and to the extent to which they are not inconsistent therewith, the laws in force in the Irish Free State at the date of coming into operation of this Constitution shall continue to be of full force and effect until the same or any of them shall have been repealed." This looks *primâ facie* as if it went the whole way and preserved the operation of the Judgments Extension Act. But s. 1 of the Treaty Act is in these terms: "Subject to the provisions of the First Schedule to the Act, the Government of Ireland Act, 1920, shall cease to apply to any part of Ireland other than Northern Ireland." The effect of this is that on 5th December, the date when the Treaty Act received the Royal Assent, the statutory provisions of the Government of Ireland Act, 1920—one of which preserved the operations of the Judgments Extension Act—ceased "to be in force" in Southern Ireland. The question then arises, whether Art. 73 of the Schedule (which preserves laws in force on 6th December), or s. 1 of the Act itself (which terminates the operation of the Government of Ireland Act, 1920, and therefore of the Judgments Extension Act, 1868), is to prevail. For, certainly, the Article in the Schedule and s. 1 seem inconsistent. The Court of Appeal held that over-riding effect must be given to the substantive section of the statute, as compared with an Article in the Schedule; the latter must be construed so as not to cut down the former. That being so, the Judgments Extension Act, 1868, is eliminated in accordance with s. 1, and is not preserved by the general words in the Schedule.

The Plea of *Autrefois Convict*.

IN A RECENT case at Oxford Quarter Sessions: *Rex* v. *Desmond*, *Daily Chronicle*, 16th ult., the plea of *Autrefois Convict* arose to puzzle a petty jury. The accused had been charged at Petty Sessions with being in possession of housebreaking implements, had been dealt with summarily, and sentenced to four months' imprisonment. Then the clerk discovered that magistrates in Petty Sessions have no jurisdiction to dispose of such an offence, so the prisoner was committed to Quarter Sessions and there indicted. The plea taken was that of *Autrefois Convict*, that the prisoner had already been charged and convicted of the same offence, so that the maxim *Nemo debet bis vexari* appears to apply: 2 Hawkins, Pleas of the Crown, c. 35. The common law rule has been substantially re-enacted by s. 33 of the Interpretation Act, 1889, which is in these terms: "Where an act or omission constitutes an offence under two or more Acts, or both under an Act and at common law . . . . the offender shall . . . . . be liable to be prosecuted and punished under either or any of those Acts and at common law, but shall not be liable to be punished twice for the same offence." The rule, however, both at common law and under the statute, is that a man must not be "put twice in peril" for the same offence: Archbold on Indictments, p. 239; so that in order to avail himself of this plea the prisoner had to show that, when tried before the magistrates, he had been "in peril"; and it is arguable that he was not "in peril," because the bench had no jurisdiction to try him summarily. The fact that the first trial was summary and the second on indictment does not rebut this plea: *Wemyss* v. *Hopkins*, 44 L.J., M.C. 101. A person convicted summarily

of common assault and afterwards tried on indictment for "unlawful wounding," the charge being based on the same facts as in the summary proceedings, can successfully plead "*Autrefois Convict*": *Reg.* v. *Miles*, 59 L.J., M.C., 56. But the conviction set up must be a valid conviction in law; if it has been quashed upon appeal, not upon the merits, but on the ground that there was an error on the face of the record or lack of jurisdiction, the plea of "*Autrefois Convict*" does not lie, for the prisoner never was in peril. The Chairman of Oxford Quarter Sessions directed the jury to disregard the plea of "*Autrefois Convict*" on this technical ground, namely, that the prisoner never had been in peril, but the jury disagreed with his view, and upheld the plea by acquitting the prisoner in accordance with it.

The "Road-Surface" Problem.

In view of the developments which have taken place with regard to road traffic in recent years, the problem of providing a suitable surface upon the main roads is not entirely free from difficulty. It is not surprising that the tarred surfaces which have been provided to render many roads suitable for vehicles, such as motor lorries and motor cars, are sometimes inconvenient for horse traffic. Attention to this subject has been drawn by a recent case (*Storey* v. *Wilts County Council*, *Times*, 26th and 27th ult.), where the plaintiff unsuccessfully claimed damages from the Council for the loss of a hunter, which, as a result of slipping and falling while crossing a main road to a by-lane, had to be destroyed. The road had been tarred and sprinkled with grit or gravel, and it was alleged that it had acquired a polished and slippery surface which rendered it unsafe for horse traffic. Evidence was given on the one hand, that it was impossible for horses to keep their legs on such roads, and on the other hand, that these roads were no more dangerous for horses than the old-fashioned roads of forty years ago. It is obviously difficult, as Darling, J., pointed out during the hearing, to provide a road suitable for both motor cars and horses. In view, however, of the fact that a large number of lanes and by-roads are only accessible to pedestrians, horse traffic and cyclists, it seems reasonable that local authorities should devote their attention to making the main roads as convenient as possible for those forms of traffic which are unable to avail themselves of the minor roads.

The Listing of Motions.

The arrangement announced by Mr. Justice Tomlin that he proposes to take motions on two days in the week—Tuesday and Friday—suggests once again the inquiry why motions are not "listed" like the other business of the courts. The matter has frequently been discussed and attention called to the inconvenience of the present unbusinesslike procedure. Motions are listed in the Vacation Court, and this is treated as a matter of course. If the Judges of the Chancery Division cannot put their own house in order, it should be done by a Rule of Court.

Quasi-Easements.

The construction put upon s. 6 of the Conveyancing Act, 1881, by Mr. Justice, now Lord Justice, Sargant, in *Long* v. *Gowlett*, 1923, 2 Ch. 177, may come as a surprise to many practitioners, inasmuch as it discloses the fact that, if such construction be the correct one, there is still a considerable class of privileges and advantages in connection with the enjoyment of land which will not pass to a purchaser under the provisions of s-s. (i) and (ii) of the above section, and that to pass the same the use of express words is necessary.

Before the Act, as is well known, easements properly so called, which were appurtenant or appendant to the land sold, passed by the common law without express words being used in the conveyance. But if it was desired to convey with the land any privileges or advantages used or enjoyed with the land conveyed which were not easements appurtenant or appendant to the land it was necessary to use express words for the purpose. That is to say, the privilege or advantage not being a legal easement, it became necessary to make an express grant of the privilege or advantage as a legal easement. Hence the use of the "general words" which were so commonly used before the 1881 Act, and which are now generally understood to be implied in conveyances by virtue of s. 6.

In the case under discussion two closes of land were in the common ownership and occupation of the vendor when he sold the closes contemporaneously to two separate purchasers. Afterwards one of the purchasers claimed the right to go on the land of the other to repair a bank and clear a millstream from weeds. It was admitted that the common owner and occupier had in fact repaired the bank and cut the weeds there from time to time, and that this repairing and cutting had enured for the benefit of the close in respect of which the benefit was claimed, but that at the time of the conveyance there was no visible or other sign of any such user. The right was claimed as having passed by virtue of the "general words" implied by s. 6 of the Conveyancing Act, 1881. Mr. Justice Sargant held that no such right passed under the section; and that to come within the section it must be shown that before the severance of ownership there had been an enjoyment of a right by an occupier of the part of the land benefited altogether apart from the ownership or occupation of the other part, and, applying that theory to the facts of the particular case, that there was nothing therein to indicate that such acts had been done otherwise than in the course of the ownership and occupation.

It was difficult to see how, said the judge, when there is a common ownership of both Whiteacre and Blackacre, there could be any such relationship between the two closes, as (apart from the case of continuous and apparent easements or that of a way of necessity) would be necessary to create a "privilege, easement, right or advantage" within the words of s. 6, and that for this purpose there must be some diversity of ownership or occupation of the two closes sufficient to refer the act or acts relied on, not to mere occupying ownership, but to some advantage or privilege (however far short of a legal right) attaching to the owner or occupier of Whiteacre as such and *de facto* exercised over Blackacre. The learned judge also said that, had the general words of s. 6 any such effect as suggested by the opposing counsel, it was difficult, if not impossible, to understand, in view of the fact that such "general words" represented conveyancing practice for many years previously, how there had not been numerous cases in which, on a severance of two closes, a subsisting practice by the common owner and occupier of both had not been given effect to by way of legal easement as a result of general words of that kind.

In dealing with the one case—*Broomfield* v. *Williams*, 1897, 1 Ch. 602—to which his attention was drawn by counsel, the learned judge admitted that the right had in that case been acquired, although there had been a common ownership of the two plots, and also that the ground of the decision of two members of the Court of Appeal had been based on the express words of s. 6, and that consequently the decision was binding on him with regard to the access of light, and also with regard to any other "privilege, easement, right or advantage" that was on the same footing as light, but that this, in his opinion, was a different case from the one under consideration where the right was intermittent and non-apparent.

As regards the dearth of decisions referred to, it may be said that the rules as to quasi-easements were more or less in course of formation or transition right up to the time of the passing of the 1881 Act. There were continual growths and modifications of the law until the decisions in *Watts* v. *Kelson*, L.R. 6 Ch. 166, and *Kay* v. *Oxley*, 1875, L.R. 10 Q.B. 360, gave the law some stability. And a well-known writer (Mr. J. L. Goddard) in his "Treatise on the Law of Easements," so late as the year 1877, expressed the difficulty he had in accurately stating the law. But in his effort to extract the law from the cases he said that "there are cases, however, in which the purchaser may get the easement, even though it is not continuous, for the general words in the deed of conveyance may be of such a character that the right will pass;

but whether the right is gained must depend in each case upon the surrounding circumstances and the words used in the deed."

The material words of the section are "a conveyance of land shall be deemed to include and shall by virtue of this Act operate to convey, with the land, all . . . liberties, privileges, easements, rights, and advantages whatsoever, appertaining or reputed to appertain to the land, or any part thereof, or at the time of conveyance demised, occupied, or enjoyed with, or reputed or known as part or parcel of or appurtenant to the land or any part thereof."

It is generally supposed and generally stated by text writers, and indeed by the learned judge in the case under discussion, that these "general words" are equivalent to or identical with those usually expressed in conveyances before the Act; but a comparison of such words with the precedents in the old books suggests a doubt whether this is so, inasmuch as the quasi-easements which pass by virtue of the section are expressly limited to those which are enjoyed with the land at the time of conveyance, whereas the words formerly in use almost invariably extended to those "now or heretofore enjoyed." But the point taken by the judge was not, whether or not the privilege was enjoyed with the land at the time of conveyance, but that the privilege, not being apparent, did not pass on the ground that the owner at the time of severance was both owner and occupier.

Mr. T. CYPRIAN WILLIAMS in "Williams on Real Property," 1920 ed., at p. 684, in dealing with the subject of "general words," says that "by virtue of the Act a conveyance of land now operates to convey all advantages enjoyed with the land at the time of conveyance," and in "Williams on Vendor and Purchaser," 1922 ed., vol. 1, at p. 600, that such implied general words had the effect of incorporating in the conveyance "an express conveyance of all privileges or advantages enjoyed with the land conveyed at the time of conveyance." But there is no suggestion therein or in any other text-book or case that the writer has been able to find, that a conveyance will not have the same effect where the vendor was on severance both the owner and occupier, so that the decision of Mr. Justice SARGANT will form a new landmark in the law of easements.

The judge did not discuss the case from the point of view of the vendor not being allowed to derogate from his grant, as counsel did not raise the point. The point was just touched on by opposing counsel, who stated that, when there was a simultaneous grant by a single grantor to different purchasers, the principle of derogation from grant was no longer applicable. But are there not cases which would support the contention that, on the grant to each of the purchasers, a presumption arises that each of the grantees took from the grantor, while he has the power to give it, what it is right that he should get, and, therefore, would be construed as if each grant were first in order of time? See *Hansford* v. *Jago*, 1921, 1 Ch. 322.

In a note to the report of the case in the *Law Reports* it is stated that an appeal was entered and opened, but that the parties ultimately agreed to a compromise of the action.

Since the 1881 Act it has undoubtedly become the practice to discontinue the use of "general words" in a conveyance in reliance on s. 6. The decision of Mr. Justice SARGANT should, however, remind the practitioner of the difficulties surrounding the subject of quasi-easements and make him careful, when negotiating a contract, to see that it contains words wide enough to give the client the rights which he has a right to expect. The "general words" in s. 6 are not, of course, implied in the contract, but only in a conveyance. Therefore the time for considering the rights of the client is not at the time of preparing the conveyance, but at the time of considering the form of the contract. And the practitioner may be further reminded that, if the contract contains no mention of any privileges or advantages not in the nature of legal easements, it may be that he may not even be entitled to all the rights implied by the sixth section, and that he may not be in a position to resist the limiting of such implied rights by the adviser of the vendor when the conveyance is sent to him for perusal. See *Re Peck* and *London School Board*, 1893, 2 Ch. 315.

Repugnancy and the *Animus Contrahendi*.

AN interesting question as to the enforceability of an arrangement purporting to be only an honourable understanding arose in *Rose and Frank Co.* v. *J. R. Crompton and Bros., Ltd.*, 67 SOL. J. 538; 1923, 2 K.B. 261, where the Court of Appeal reversed the decision of Mr. Justice BAILHACHE.

An American firm, for some years prior to July, 1913, had been doing business as selling agents for an English firm which placed all its orders in one of three leading lines with another English firm. In July, 1913, while some orders were still in the course of fulfilment, and while annual contracts for the transaction of their mutual dealings were in force between the parties, all three entered into a new agreement, the duration of which was to be three years, which confirmed existing orders and arrangements between the parties, and provided in a memorandum of many paragraphs for future dealings. It contained the following clause: "This arrangement is not entered into, nor is this memorandum written, as a formal or legal agreement, and shall not be subject to legal jurisdiction in the Law Courts either of the United States or England, but it is only a definite expression and record of the purpose and intention of the three parties concerned to which they each honourably pledge themselves with the fullest confidence, based on past business with each other, that it will be carried through by each of the three parties with mutual loyalty and friendly co-operation."

In an action for breach of the agreement, the question therefore arose whether the clause just quoted ousted the jurisdiction. Mr. Justice BAILHACHE refused so to treat it and declared it void as repugnant to the contract, which he then proceeded to interpret and enforce in the circumstances proved as if it contained no such clause. The Court of Appeal unanimously reversed his view and affirmed the ouster of jurisdiction apparently provided for by the clause. The majority of the Court, Lords Justices BANKES and SCRUTTON, went further: they held that the contract remained in force *as a negative prohibition*, preventing the parties from setting up their common law obligations which would replace their contractual ones if the contract were wholly void in law; but Lord Justice ATKIN disagreed with this view; he held that orders given and not yet executed before the parties broke off their mutual relations ought not to be regarded as referable to an unenforceable contract, but dealt with on a common law footing.

In considering the clause, various alternative interpretations of the legal position it creates suggest themselves. First, the clause which purports to declare the agreement "binding only in honour" may be void, on the ground that it is "repugnant" to the general intention to contract contained in the agreement. This doctrine of "repugnancy" is a familiar one of which many illustrations occur in the Reports. In *Furnivall* v. *Coombes*, 1843, 5 Man. & G. 736, churchwardens covenanted to pay for repairs to the parish church and added a proviso that they were to be liable only as churchwardens and not in person; here the covenant to pay is personal, and therefore a proviso that the covenantors are not to be personally liable is contradictory, so that it was rejected as repugnant. In *Watling* v. *Lewis*, 1911, 1 Ch. 414, the trustees of one partner, on the division of a partnership estate, took as their beneficiary's share certain land subject to a mortgage, and covenanted to pay the mortgage debt and interest "as such trustees, but not so as to create any personal liability on the part of them or either of them." For similar reasons this was held to be a void repugnancy. And in *Forbes* v. *Git*, 1922, 1 A.C. 256, the Judicial Committee affirmed again that this doctrine of repugnancy must not be regarded as in any way obsolete.

Secondly, apart from any question of repugnancy, it certainly seems quite arguable that such a clause as this, ousting altogether the jurisdiction of any courts, not merely in England, but also in America, and not merely courts strictly so called, but also the alternative form of an arbitration, is contrary to public policy,

as setting up a state of anarchy so far as the particular relationship it refers to is concerned. It is not very easy to distinguish clearly between this ground of rejection and that of repugnancy in the decided cases, which sometimes appear to confirm the two, and to confirm both also with a third doctrine, namely that a contract should always be preserved if possible by rejecting repugnant or illegal clauses in accordance with the maxim "*ut res magis valeat quam pereat*": *Williams* v. *Hathaway*, 1877, 6 Ch. D. 544; *Scott* v. *Avery*, 1856, 5 H.L.C. 811.

Against both these principles, however, another must be set up by way of counter-weight, namely, that a contract ought not to be construed by first eliminating the clause deemed to be repugnant, then construing all the others so as to show an *animus contrahendi*, and saying that these others constitute the "main stream of intention" to which the doubtful clause must be regarded as opposed. The whole contract, including the offending clause, should first be read together to discover an "intent," and if one which is not inherently self-contradictory can be found, effect should be given thereunto. This was the view taken by the Court of Appeal. Regarding the whole contract, they found in it an intention to supersede legal obligations by obligations of honour, not enforceable in the courts, and saw in this no inherent self-contradiction. They therefore construed the contract as having this intention and as having expressed it correctly and consistently, so that the court would not reject or ignore any part of the language they used. They also held that such a bargain is in no way *ultra vires* of individuals: the *jus commercii* which each contracting citizen possesses includes power so to contract with another citizen as to oust all legal jurisdiction. Obviously, this is a far-reaching doctrine.

Again, however, the matter is not concluded by holding that the agreement between the parties is a good agreement. For the question then arises whether such an agreement is to be treated as (1) void, or (2) merely unenforceable in a court of law, or (3) enforceable as regards the stipulation that the parties are not to sue, but unenforceable as regards all the other obligations. If such an agreement, i.e., a bargain ousting the jurisdiction of the courts, is simply *nudum pactum*, or altogether void, then it would seem clear that the courts should disregard it altogether and regard the arrangement between the parties from the standpoint of their common law rights, as if no agreement existed. But the court refused to regard the agreement as void; it is merely "unenforceable."

Now, what is the effect of treating the agreement as valid but unenforceable? Does it mean that the parties, although they cannot sue upon the agreement, may set it up in some other way, *e.g.*, in ascertaining shares or interests in common property, or in fixing the relationship between the parties and some outside party, say a purchaser of the goods? This is a possible view, and the Court of Appeal, although not so deciding, evidently leaned to such a reading of the situation. The effect of this interpretation would be to give some legal effect to all the stipulations in the contract, although preventing its enforcement by action.

A third possibility, however, is that the contract must be regarded as consisting of two sets of stipulations, the substantive covenants fixing the course of dealings and prices between the parties, and the adjective stipulations, forbidding enforcement in any court of law. The former class of stipulations will not be enforced by the court, the latter will. Does this seem inconsistent and self-contradictory? The answer of the Court of Appeal is that the adjective stipulations are the governing ones, which override the others, and will be "enforced," i.e., the parties will be stayed from attempting to sue on the contract in the courts.

Still another interpretation of the legal situation must be considered. It may be that the document is to be construed as not creating any legal agreement at all, because the parties had not that "intention to be bound in law," which is recognized by all text-book writers on contract as the essence of an express contract, although not of a constructive or quasi-contract: "Pollock," 9th ed., 1921, pp. 3, 4, and 4 note (*d*); "Holland," 12th ed., 1916, p. 278. This, *primâ facie*, seems the effect of the document. But surely, if this is so, the supposititious contract ceases altogether to have any operation so far as a court of law is concerned; the fact that it is binding "in honour" on the parties is irrelevant. If so, then surely the courts should simply look to the common law obligations between the parties as if their bastard agreement had no existence? To treat the agreement as non-existent, yet to give it the negative effect of referring to it certain contracts arising outside its terms and saying that it makes these contracts invalid, seems a very strange mode of interpretation. Such was the view of Lord Justice ATKIN, who dissented on this mixed issue, and probably his view will commend itself to many experienced practitioners.

The Early Interpretation of Statutes.

MOST students of English Legal History, whether they prefer the orthodox tradition as expressed in "Holdsworth" or in "Stephen," or adhere rather to the newer views of "Pollock and Maitland," are aware that great inroads of destructive criticism upon the opinions found in either of these rival academic authorities have been made of late years by still newer writers. The "Oxford Studies" and the "Historical Jurisprudence" of Sir Paul Vinogradoff on the one hand, and the new Cambridge Series of Legal History Books on the other hand, to which such able scholars as Dr. Wingfield and Prof. Heseltine lend their powerful aid, have been testing with acid and alkali reagents, one by one, all the accepted views. Much that is new is the result. Among the most interesting of these newer visions into Legal History is Mr. Theodore Plucknett's* careful analysis of the origin and early interpretation—in the fourteenth century—of our Statute Law. Mr. Plucknett's work is based on careful research in the actual decisions found in the Year Books, that mine of untold wealth for historical jurisprudence which is only just beginning to be worked. Maitland drew attention to the Year Books and their immense value. The Selden Society, under Dr. Bolland's editorship, commenced the work. Only a little has yet been done, but that little has been productive of great fruits.

Dr. Plucknett has thoroughly explored the Year Books from 20 Edward I to 20 Edward III, a period of over half a century, with a view to noting the way in which the judges interpreted the statutes just beginning to appear in fairly considerable numbers on the Rolls of Parliament. The earliest statutes of all were purely declaratory, mere evidence of the Common Law given by the Estates of the Realm in Parliament assembled. But in the beginning of the fourteenth century, Dr. Plucknett suggests, this attitude had changed. Statutes passed in the reigns of the first three Edwards had become in the main definite pieces of legislation; they were intended to alter or make additions to the Law. But the judges had not yet got accustomed to this idea. They adopted a sort of compromise between the "declaratory" and the "legislative" interpretation of a statute's meaning. They tended to hold that a statute's object was the enunciation of general principles of jurisprudence which the judges ought to work out in detail. The modern view, of course, is that Parliament is its own "conveyancer"; it lays down in exact detail the "limitations" of rights and privileges and penalties which it proposes to confer or impose on His Majesty's subjects. The task of the judges is simply to find out what it means, if they can, and then enforce that meaning. In so doing, no doubt, they apply technical legal rules, known as the cardinal principles of interpretation, but such rules are intended merely to facilitate the uniform construction of statutes, not to hamper them round with hedges within which they must be confined.

The fourteenth century judges, however, took a very different view of the relative functions of Parliament and the judge. To them a statute meant a declaration by Parliament that the judges were to apply a certain general principle, enunciated in the statute, to the decisions of cases coming before them to which it was relevant. The principle might be novel; if so, the statute was legislative. It might be ancient, in which case the statute was merely declaratory. It might be a mixture of both; most statutes were so, *e.g.*, the famous *Ordinatio de Conspiratoribus* of 1309. But in each of these alternative possibilities the judges acted in just the same way; they accepted the ruling of Parliament as to the principle, but elaborated the details themselves. In other words, they treated Parliament as if it were a testator who had left testamentary directions with executory

* Statutes and their Interpretation in the First Half of the Fourteenth Century. By THEODORE F. T. PLUCKNETT, M.A., LL.B., Choate Fellow, 1921–22, Harvard University. Cambridge Studies in English Legal History. Cambridge University Press.

limitations for the guidance of his executors and trustees. Like a Court of Equity in similar cases, the Court worked out the "limitations" itself, *i.e.*, it fixed the rights, privileges, and penalties within the limits indicated by the Legislature.

As a matter of fact, the fourteenth century statutes were not framed, as now, by technical legal advisers called draftsmen. The judges and sergeants were usually called in to frame them, and therefore understood beforehand the principle which the Act was intended to express in an imperative form. Therefore, when the statute showed an obvious error or a *lacuna*, the judges felt at liberty to apply their personal knowledge of the intentions of the Legislature so as to correct or elaborate it. To this peculiar function of the mediæval judges, this preliminary assistance in framing statutes, are due two characteristic rules of interpretation still very important: first, the judges in case of doubt still apply the presumed "intention" of the Legislature; but, secondly, they will not hear evidence of speeches or amendments in the Houses themselves to assist them in discovering this intent. Their own instructions to settle the draft, in the Middle Ages, were obviously a better guide as to such "intent" than any sayings or doings in an uninstructed assembly merely debating the Act. Now that the *rationale* of this rule has gone, for the judges are no longer consulted in framing statutes, the old rule prevails, notwithstanding its obvious inapplicability to modern conditions where the greatest assistance could be obtained from the speech of the Minister introducing a Bill, were such speech admissible as evidence of the "intent" of the Legislature.

Another peculiarity of the fourteenth century, Mr. Plucknett has pointed out, which is very apparent in the Year Books, is the ignorance of the judges as to the exact wording of the statute they were dealing with in Court. They knew its meaning, but not its exact terms. This was due to the lack of printed editions; the official Rolls of Parliament could not always be readily consulted and everyone had to rely on memory. Divergencies of recollection on the part of judges account for many conflicting decisions in the Year Books. Moreover, the judges very often did not know when a statute had been repealed. In fact, as regards statutes, judges and pleaders were then in the position in which we now are when an important decision has escaped report; some judge quotes it from his own memory and with the aid of counsels' equally inexact memories they get an idea of what it decided, aided only a very little by reference to the actual judgment in the Judgments Room or the Record Office.

It is interesting to note, however, that in the first half of the fourteenth century three of the most important modern rules of interpretation had already been evolved by the judges. The clearest of them is the *ejusdem generis* rule. This was well-settled and clearly grasped; indeed, it was better understood then than now, because it is obviously based on one of the scholastic rules of formal logic, the relation of a *species sublata* to a *genus superior*, with which everyone was in the age of the Schoolmen very familiar, but which is now forgotten except by men who read philosophy at the University. A second of these principles is the rule that a legislative, as distinct from a declaratory, statute is not to be given retrospective effect. The third is the principle by which conflicting statutory enactments are reconciled, of which the best-known example is the maxim *Generalia specialibus non derogant*. The fourteenth century judges, indeed, following the familiar scholastic principle known as the Tree of Porphyry, were wont to classify all rules, statutory or otherwise, in a graded hierarchy, in which the general rules had the widest "extension" but the special rules and sub-rules the widest "intension" of meaning.

Reviews.

Trade Marks.

THE LAW OF TRADE MARKS AND TRADE NAME. With Chapters on Trade Secret and Trade Libel, and a full Collection of Statutes, Rules, Forms and Precedents. By Sir DUNCAN M. KERLY, K.C., M.A., LL.B. Fifth Edition. By F. G. UNDERHAY, M.A., Barrister-at-Law. Assisted by T. W. MORGAN, Barrister-at-Law. Sweet & Maxwell, Ltd. £3 3s. net.

The principal statutory change recorded in this edition of "Kerly," now in the competent hands of Mr. Underhay, is the division of the Register of Trade Marks under the Trade Marks Act, 1919, into two parts, Part A and Part B, and the registration in Part B of trade marks which, while not coming up to the full standard required for Part A, have been in *bonâ fide* use for two years. This registration confers lower rights than registration in Part A, and the degree of its usefulness Mr. Underhay says has yet to be fully proved by experience, but "that the introduction of the B register has met a want is shown by the fact that in the years 1921 and 1922 there were respectively 841 and 777 applications for registration in Part B, and 731 and 650 registrations of such marks." The main difference is that registration in Part A, if valid, confers the exclusive right to the use of the mark; registration in Part B is only *primâ facie* evidence of an exclusive right. The effect of the two forms of registration, and the mode of application for registration in Parts A and B respectively, is fully explained in the present edition in Chap. III on "The Register of Trade Marks, and the Trade Marks Branch of the Patent Office," and in Chap. IV on "The Registration of Trade Marks."

But the chief interest of the book lies in Chap. II, "The Definition of a Trade Mark," and Chap. VIII, "What Marks may be registered as trade marks." Mr. Underhay, at p. 23, reproduces from earlier editions a lengthy definition of a "common law trade mark," but suggests the shorter form: "A trade mark is a symbol which is publicly used as the trade mark of a particular trader, or is properly registered as such under the Acts," saying that there must be added "a definition of public user to the effect suggested in the definition selected." What is intended by "the definition selected" is not apparent, and the long definition given just before, if that is meant, has no definition of public user. Nor do we get any help from the Index, which has no title "public user." We suggest that p. 23 might be reconsidered so as to make it intelligible to the ordinary reader. There was no statutory definition before the Trade Marks Act, 1905, and although the definition there given may not, perhaps, control common law rights, yet it is the definition which is now *primâ facie* applicable in trade mark matters. It is in s. 3 of the Act, and Mr. Underhay quotes it and explains it at pp. 24 *et seq.*

At the same time the definition of a trade mark is mixed up with the regulations as to what marks may be registered as trade marks, for a trade mark loses most of its utility if it cannot be registered. And the tests as to what marks can be registered have, it is well known, been the subject of frequent change by the Legislature and of keen litigation in the courts. The summary given at the opening of Chap. VIII is interesting: "The marks which may be registered as trade marks were determined from the commencement of the Register until the end of 1883 by s. 10 of the Act of 1875; from the last-mentioned date until the end of 1888, by s. 64 of the Act of 1883; from the beginning of 1889 to 1st April, 1906, by the amended s. 64 enacted by s. 10 of the Act of 1888; from the last-mentioned date to 1st April, 1920, by s. 9 of the Act of 1905; and since the last-mentioned date, by s. 9 as amended by the Act of 1919, and by s. 2 of that Act (as to Part B registration). Most important, of course, is the present list of requirements for registrable trade marks contained in s. 9 of the Act of 1905, with the alteration as to "distinctive marks" made by the Act of 1919. Under the Act of 1905 a mark for which registration was claimed only on the ground that it was "distinctive," required an order of the Board of Trade or of the Court; now it is enough that evidence of the distinctiveness is furnished. The section, as thus amended, is given at p. 143, and Mr. Underhay, for comparison, then gives the repealed tests. He discusses in detail the application of the tests and gives lists of the marks which have been admitted to registration or rejected.

These look like a guide to common objects of commerce of the last forty years. The Act of 1883 included as a test "Fancy word or words not in common use." A fancy word was an old form of trade mark. "The more ridiculous it is, the better it is," said Wood, V.C., in *Young* v. *Macrae*, 9 Jur. N.S. 322, cited here in a note to p. 159, and a long list is given of cases decided on these words; but they were dropped by the Act of 1888. The great contests of recent years have been over "invented words" and words "having no direct reference to the character or quality of the goods"—items (3) and (4) in s. 9 of the Act of 1905. The great case is the *Solio Case, Eastman &c. Co.'s Application*, 1898, A.C. 571, over the corresponding items (*d*) and (*e*) in the Act of 1883, as amended in 1888. The marginal note to p. 162, where the case is discussed, says: "(*d*) not qualified by (4)," a somewhat perplexing error, it would seem, for "(*d*) not qualified by (*e*)." In fact the House of Lords held that the two items were independent, and that an "invented word" could be registered, even if it had reference to the character of the goods. The courts below had rejected "Solio" for photographic goods because it suggested "sun." In fact it appears to have arisen out of a misreading of "Soho." It was an invented word and passed muster. All this chapter is very interesting.

Equally interesting and of great importance in practice is Chap. XVI on "The Action for 'Passing Off,'" which is described at p. 562, as the generalized form of the action to restrain the infringement of a trade mark. In the latter action the proof of the plaintiff's case, it is pointed out, has been greatly facilitated and specialized by the registration of trade marks and the provisions of the Acts; but the trade mark is only one badge by which a trader's goods are identified, and "passing off" may depend on resemblance in "get up" and other matters. The general appearance, it is said at p. 617, where "get up" is discussed, of a trader's goods, as they are presented to purchasers, is often the most important of the signs by which the goods are recognized as his. At the end of the chapter are printed two useful statements of the foundation of "passing off" actions

from the judgments in *Powell* v. *Birmingham Vinegar Brewery Co.*, 1896, 2 Ch., p. 79, and *Spalding* v. *Gamage*, 32 R.P.C., p. 284. The Appendices contain the statutes, printed so as to give the statute law of Trade Marks in its present form, the Rules of 1920, procedure forms, the orders made in various cases, and other relevant matter. The present edition has been prepared with great care by the editor, with Mr. Morgan's assistance, and Mr. J. L. Denison has assisted in the apparatus of the book—no small part of its utility to the practitioner. As now issued it is a very complete and instructive exposition of Trade Mark law.

The Law of Torts.

THE LAW OF TORTS. A Treatise on the Principles of Obligations arising from civil wrongs in the Common Law. By the Rt. Hon. Sir FREDERICK POLLOCK, Bt., K.C., D.C.L. 12th Edition. Stevens & Sons. 32s. net.

On opening a new edition of Pollock's Torts, which is unquestionably one of the few modern text-books of our law which must be ranked among the classical works, the instructed reader will no doubt eagerly turn to see how this veteran critic deals with recent judgments which have occasioned professional comment. Chief amongst these is *Re Polemis & Furness, Withy and Co.* 1921, 3 K.B. 560, in consequence of which Sir Frederick has re-cast half a dozen pages in the second chapter. This is a case on damages, and the decision of the Court of Appeal is in substance that liability for the consequences of a wrongful act (whether of commission or omission) is not limited to consequences which might have been reasonably anticipated, but extends to such as naturally flow from the act. This much-discussed decision, although a unanimous judgment of the Court of Appeal, does not commend itself to the learned author, who believes that the court attached undue importance to careless *obiter dicta* of eminent judges, and he hints a doubt whether it will be ultimately supported by the House of Lords.

Our own view is that the principle governing the relevancy of damages (as distinguished from conventional rules fixing the measure of damages in particular cases) is the same, *mutatis mutandis*, in tort as in contract. It includes all damage actually suffered by the plaintiff and fairly imputable to the defendant's tortious conduct, which has followed either (1) directly from the injury as part of a sequence of which that injury is the *causa proxima*; or (2) indirectly from the injury as part of a set of circumstances contemplated by both parties; or (3) indirectly from the injury, whether or not contemplated by the parties, but being the natural consequent of the antecedent injury. It is around this third heading that the forensic battle rages, but it seems to us to have been correctly interpreted in *Polemis' Case*, *supra*. The material facts, as summarized by Sir Frederick Pollock, are these: The charterers of a ship employed stevedores at a port of call to shift part of the cargo. For this purpose the stevedores laid planks across an open hatchway. A workman, by careless handling, caused one of the planks to fall into the lower hold. Now the cargo included cases of benzine or petrol, and the leakage from some of these during the voyage had filled the hold with an inflammable gas. The plank somehow struck a spark in falling, the escaped gas burst into flames, and the ship was destroyed. Arbitrators found as a fact, in express terms, "that the causing of the spark could not reasonably have been anticipated from the falling of the board, though some damage to the ship might reasonably have been anticipated." The Court of Appeal upheld the owners' claim for damages and declared inapplicable the test of reasonable foresight. In so doing they overruled *Sharp* v. *Powell*, 1872, L.R. 7 C.P. 253, and a *dictum* in *Greenland* v. *Chaplin*, 1850, 5 Ex. 243 at p. 248; and they affirmed *dicta* in *Smith* v. *L. & S.W. Railway Co.*, 1870, L.R. 6 C.P. 14, *H.M.S. London*, 1914, P. 72, and *Weld-Blundell* v. *Stephens*, 1920, A.C. 956, per Lord Sumner at p. 984.

It is hardly necessary to say that a luminous discussion of the point will be found in Sir Frederick's pages. It is scarcely necessary, either, to add that the knotty problems arising out of the Trade Disputes Act, in their most modern shape, namely, in actions by one union against another, meet with full discussion in this volume. We can heartily commend it to every reader of Pollock's Torts as containing much that will repay perusal by way of addition to previous editions.

Workmen's Compensation.

THE WORKMEN'S COMPENSATION ACT, 1906, with *Notes*, Rules, *Orders*, and *Regulations*. By W. ADDINGTON WILLIS, LL.B., *Barrister-at-Law*. Being the Twenty-first Edition of "Willis's Workmen's Compensation Acts. Butterworth & Co.; Shaw and Sons. 15s. net.

There have seldom been statutes the application of which to particular cases has given such difficulty as the Workmen's Compensation Acts, and the resulting litigation has caused an enormous accumulation of judicial interpretation. If every line of the Statute of Frauds has cost a subsidy, what is to be said of these modern efforts of Parliament and Bench? The claim to compensation depends on the words in s. 1 of the Act of 1906:—"Personal injury by accident arising out of and in the course of the employment." For general words these seem clear enough, but, come to apply them, and there is continual question as to what is an accident; when the injury arises out of; when it arises in the course of the employment. Mr. Willis's work is a very clear and well-arranged guide to the vast mass of cases which have been decided on these and similar questions, and the practitioner who uses it will have no difficulty in discovering whether the particular case he has before him has already been the subject of decision. Not least interesting are the cases—and they are many—in which the relation of disease to accident has been discussed.

Books of the Week.

Practice.—The A. B. C. Guide to the Practice of the Supreme Court, 1924 (19th edition). By F. R. P. STRINGER of the Central Office of the Supreme Court. Sweet & Maxwell, Ltd. Stevens and Sons, Ltd. 8s. 6d. net.

Town Planning.—The Law and Practice of Town Planning. By SYDNEY DAVEY, M.A., LL.B., Barrister-at-Law, and FRANCIS C. MINSHULL, LL.M., Chief Assistant Solicitor to the Corporation of Birmingham. Butterworth & Co. 25s. net.

Rent Restriction.—"Express" Guide to the Rent Acts, 1920-1923. For the Landlord, Tenant, Sub-Tenant, Estate Agent, Mortgagee, and Mortgagor. 3rd Edition. H. T. Woodrow and Co., Ltd., Liverpool. 1s. 3d. net.

Digest.—Mews' Digest of English Case Law.—Quarterly issue, October, 1923, containing Cases Reported from 1st January to 1st October, 1923. By AUBREY J. SPENCER, Barrister-at-Law. Stevens & Sons, Ltd. Sweet & Maxwell, Ltd.

Diary.—The Companies' Diary and Agenda Book for 1924. Edited by HERBERT W. JORDAN. Forty-first year of publication. Jordan & Sons, Ltd. 4s. net.

Diary.—The Solicitors' Diary, Almanac and Legal Directory (with which is incorporated the Legal Diary), 1924. Edited by ROBERT CARTER, Esq., Solicitor. 80th year of publication. Waterlow & Sons, Ltd. Various forms of issue, from one to three pages to a day. 15s. to 8s. net.

Correspondence.

Ancient Lights.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—May I be allowed to call attention to a valuable paper on this subject read by a late President of The Law Society (Mr. E. K. Blyth) in 1900, at the Provincial Meeting of that Society held at Weymouth?

PRETOR W. CHANDLER.

Royal Courts of Justice, Strand.
31st October.

[We are obliged to Master Chandler for calling attention to the paper. It will be found in 44 SOL. J., at pp. 794 *et seq.*—ED., *S.J.*]

A Divorced Man's Liabilities.

[*To the Editor of The Solicitors' Journal and Weekly Reporter.*]

Sir,—A London Police Court last week decided that a husband divorced by his wife, who was given the custody of the children, is still liable for the maintenance of the children; this was the decision in a case which came up some months back on the application of the West Ham Guardians for an order on the husband, when it transpired that no application had been made for alimony on behalf of the wife when the divorce decree was granted. The law lays down that when a wife's petition succeeds, she is entitled to one-third of the husband's income for life; and that nothing was allotted to this woman either for herself, or for her children, shows a grave miscarriage of justice, and the way in which Poor Persons cases are conducted, a bad state of affairs on which the Judges of the Divorce Court have frequently commented. In this case the wife's health broke down, and she was compelled to seek relief from the guardians who quickly found the husband.

There cannot be one law for the rich woman and another for the poor in the matter of alimony. If a wife gets a separation

or maintenance order against a husband he must pay or she can have him arrested for default; if a husband fails to pay the alimony allotted by the Divorce Court he can be committed to prison for contempt of court. The first call on a man's income must be for the wife and children, more especially where it has been found necessary to grant the wife freedom from his misconduct, and she is given the custody of the children. The law must be made clear to women, and men must realise that they cannot escape their responsibilities. As the law lays down that alimony is due to the successful wife, then it must be allotted to rich and poor alike.

M. L. SEATON TIEDEMAN,
Secretary.

The Divorce Law Reform Union,
55, Chancery Lane, W.C.2,
16th October.

CASES OF THE WEEK.

Privy Council.

THE ATTORNEY-GENERAL OF BRITISH COLUMBIA *v.* **THE ATTORNEY-GENERAL OF CANADA.** 18th October.

CANADA—BRITISH COLUMBIA—POWERS OF PROVINCIAL LEGISLATURE—LICENCES—CONDITION THAT NO JAPANESE BE EMPLOYED—LEGISLATION *Ultra Vires.*

In 1921 *the Legislature of British Columbia passed an Act which in effect declared the validity of certain restrictions on the employment of Japanese labour.*

Held, that the Act was ultra vires, being contrary to a treaty with Japan, and in conflict with the British North America Act, 1867.

Brooks-Bidlake and Whittal *v.* Attorney-General for British Columbia, 67 SOL. J., 333; 1923, A.C. 450, *distinguished.*

This was an appeal from the Supreme Court of Canada and raised the question whether the Legislature of British Columbia had power to pass an Act relating to the employment of Japanese labour. The majority in the Supreme Court had held that there was no such power. In 1902 two Orders in Council of the Province provided that certain leases and licences should contain a condition that no Chinese or Japanese should be employed. In 1913 a treaty between the King and the Emperor of Japan provided that the subjects of each should be placed on the same footing as the subjects of the most favoured nation. In April, 1913, the Dominion Parliament passed the Japanese Treaty Act, which declared that the treaty should have the force of law in Canada. In 1921 the Legislature of British Columbia passed the Oriental Orders in Council Validation Act, which purported to validate the two Orders and further provided that where in any instrument similar to those referred to in the said Orders, there was inserted a provision restricting the employment of Chinese or Japanese, that provision should be deemed to be valid and have the force of law. This was the statute the validity of which had been the subject of decision by the Supreme Court of Canada.

Lord HALDANE delivered their lordships' judgment, and after referring to the above facts, said that in 1912 licences had been granted to cut timber which were renewable subject to the condition that no Chinese or Japanese had been employed in connection with the licence. In 1920 the Governor of the Province referred to the Court of Appeal for British Columbia the question whether the condition was valid, having regard to the British North America Act, 1867, s. 91 (25), and to the Dominion Japanese Treaty Act. The court held the condition to be invalid on both grounds. The grantees then brought an action claiming a declaration that they were entitled to employ Chinese and Japanese notwithstanding the condition. On appeal to the Supreme Court of Canada, the action was dismissed, mainly on the ground that even though the condition was void, it not the less formed one of the conditions of the licences and could not be treated as struck out of them, with the result that the claim to renewal failed. This question was brought on appeal to the Privy Council, and their lordships held that the condition was not void as violating s. 91 of the British North America Act, for it related only to the way in which the Province claimed to be free to manage its own property as distinguished from a claim to regulate the general status of aliens. Whatever might be said about the stipulation as affecting this in the case of Japanese labour, there was nothing in the Treaty Act which affected the status of Chinese labour, and it was therefore only under s. 91 that the stipulation as to Chinese labour could be struck at; and as their lordships were of opinion that this particular condition was not inconsistent with s. 91, the appellants had no right to renewal. This decision, *Brooks-Bidlake and Whittall v. Attorney-General for British Columbia*, 67 SOL. J., 333; 1923, A.C. 450, thus left the question now before their lordships for decision untouched. The views taken of it by the Supreme Court were divergent, and the Governor-General disallowed the statute. Leave to appeal was subsequently given, and on the decision in the present appeal depended therefore the ascertainment of the limits within which the Legislature of the Province could attempt further legislation on the subject. What their lordships had to consider was whether the statute of 1921 was invalid on any of the grounds alleged. That statute not only confirmed the stipulations, but enacted that where in any instrument of a similar nature to those referred to in the Orders in Council, a provision was inserted restricting the employment of Chinese or Japanese, the provision was to be valid, and failure to observe it was to be ground for cancellation of the instrument. This provision might not unreasonably be looked upon as containing an approach to the laying down of something more than a mere condition for the renewal of the right to use provincial property. Still the question was far from being free from difficulty. In the view, however, which their lordships took of the bearing of the Treaty Act on the statute, it was unnecessary to express any opinion about it. As to the application of the Treaty Act itself they entertained no doubt that the provincial statute violated the principle laid down in the Dominion Act of 1913. That statute had been disallowed, and if re-enacted in any form, would have to be re-enacted in terms which did not strike at the principle in the Treaty that the subjects of the Emperor of Japan were to be in all that related to their industries and callings in all respects on the same footing as the subjects of the most favoured nation. They were unable to accept the view that the statute did not infringe this principle. The statute had been disallowed. It might not be necessary to re-enact it, but if this were done it might be possible to exclude from its operation all subjects of the Japanese Emperor, and also to avoid the risk of conflict with s. 91 of the British North America Act. The appeal, therefore, would be dismissed, and, in accordance with the usual practice, without costs.—COUNSEL: *Sir John Simon*, K.C., *The Hon. J. W. Farris*, K.C. (of the Canadian Bar), and *The Hon. Geoffrey Lawrence*; *The Hon. E. L. Newcombe*, K.C., and *Theobald Mathew*. SOLICITORS: *Gard, Lyell, Betinson & Davidson*; *Charles Russell & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Court of Appeal.

Re **SHREWSBURY ESTATE ACTS: SHREWSBURY (Countess)** *v.* **SHREWSBURY (Earl).** No. 1. 18th, 23rd and 24th October.

SETTLEMENT — JOINTURE — STATUTORY POWER OF APPOINTMENT —"CLEAR OF ALL DEDUCTIONS FOR TAXES OR OTHERWISE"—APPOINTMENT UNDER POWER—INCOME TAX—ANNUITANT ENTITLED TO FULL AMOUNT FREE OF INCOME TAX—SHREWSBURY ESTATES ACT, 1843 (Private), ss. 7, 9, 10—INCOME TAX ACT, 1842, 5 & 6 Vict., c. 35, s. 102.

In pursuance of a power given by the Shrewsbury Estates Act, 1843, *the Earl of Shrewsbury appointed two jointure annuities of* £1,500 *each to his wife "clear of all deductions whatsoever for taxes or otherwise."*

Held, that the annuities were appointed free of income tax.

London County Council *v.* Attorney-General, 1901, A.C. 26, *applied.*

Decision of Astbury, J., 67 SOL. J. 439; 1923, 1 Ch. 486, *reversed.*

Appeal from a decision of Astbury, J., reported 67 SOL. J. 439 and 1923, 1 Ch. 486, on an originating summons taken out by the Dowager Countess of Shrewsbury, asking whether jointures amounting to £3,000 a year payable to the Countess ought to be paid free of income tax and super tax. The Shrewsbury Estates were settled by the Shrewsbury Estates Act, 1843, and power was thereby given, by s. 7, to the person entitled to the estates for the time being to appoint to any wife he might marry an annuity not exceeding £3,000 by way of jointure clear of all deductions whatsoever for taxes or otherwise. On 20th July, 1910, the late Earl of Shrewsbury appointed to his wife, now the Dowager Countess, a jointure annuity of £1,500 a year, and after the death of the survivor of himself and his mother, the then Dowager Countess, a further annuity of £1,500 in each case expressed to be payable "clear of all deductions for taxes or otherwise." The late Earl died in May, 1921, leaving his wife, the present applicant, surviving. The respondents were the present Earl, his infant grandson, and the estate trustees. Astbury, J., held that he was bound by a number of decisions to hold that the words used were not sufficient, as they did not specifically mention income tax, to free the annuity from bearing its own income tax and super tax, and doubted the validity of the decisions in *Re Bannerman's Estate*, 21 Ch. D. 105, and *Gladdow* v. *Leetham*, 22 Ch. D. 269.

The Countess appealed as to deduction of income tax, but not as to super tax.

The Court allowed the appeal.

Sir E. POLLOCK, M.R., said the point was really a short one, but the difficulty of the case arose from the number of authorities decided on similar words, as a rule in wills. The facts were fully stated by Astbury, J., in his judgment. The effect of the Act was that a jointure had been made in favour of the Countess of Shrewsbury for £3,000 to be paid half-yearly "free of all deductions whatsoever for taxes or otherwise," and the question was whether income tax was to be included among those deductions which ought not to be made. Did s. 7 of the Shrewsbury Estates Act, 1843, which gave that power of jointuring, mean that the annuity was to be paid in full without any deduction for income tax, or did it mean that the balance after payment of the income tax thereon was to be paid? A layman would say at first sight that the words used were quite sufficient to release the annuity from income tax, but the words used might have been interpreted by the courts in a different sense. His lordship then examined the relevant Income Tax Acts. He said that the charging section was s. 102 of the Income Tax Act, 1842. Having read the section, he said that it was of great importance to observe that in the present case, unlike many others, there was no assessment on the annuitant, but only on the profits and gains out of which the annuity was paid. The person liable to pay was authorized to deduct the tax payable upon the annuity from that annuity. The section clearly contemplated that the whole of the moneys out of which the annuity was payable were charged with the tax, and the annuitant must allow the deduction of the tax from the annuity. Then came s. 40 of the Income Tax Act, 1853, by which every person who had to pay an annuity was given the right to deduct the income tax thereon, without the necessity of a certificate being given. It was important to call attention to the words of Lord Macnaghten as to the effect of those words in *London County Council* v. *Attorney-General*, 1901, A.C., 26, where he said, at p. 38: "The charging section is s. 102. It extends to all annual payments. The charge is to be according to and under and subject to the provisions by which the duty in the third case of Schedule D may be charged. Then there is a provision that 'in every case where the same shall be payable out of profits or gains brought into charge by virtue of this Act'—your lordships will note these words—they extend to income under each of the five schedules—no assessment is to be made upon the person entitled to the annual payment. The whole of the profits and gains are to be charged, and the person charged in respect thereof is entitled to deduct a proportionate part of the duty when he comes to make the annual payment to which he is liable. In every other case the annual payment is charged with duty in the hands of the recipient." It seemed to him (his lordship) that the effect of the Acts was to provide for deductions to be made. No doubt the person paying the income tax and making the deduction was acquitted and discharged as if payment had been made, but his first duty was to make the deduction. It appeared to him that in the present case a deduction had been made from the annuity in respect of the duty payable for income tax, and it was the residue that was paid to the annuitant. He could not see how s. 7 of the Shrewsbury Estates Act could be rendered invalid by a section of an Act passed in the previous year, or that ss. 9 and 10 of the former Act imposed any limitation on the meaning of s. 7. A number of cases had been referred to, including *Turner* v. *Mullineux*, 1 J. & H. 334; *Wall* v. *Wall*, 15 Sim. 513; *Lethbridge* v. *Thurlow*, 15 Beav. 334; and *Festing* v. *Taylor*, 3 B. & S. 217. In *Lovat* v. *Duke of Leeds*, 2 Dr. & Sm. 62, the words "taxes affecting hereditaments" were held to include income tax, and the trustees were held bound to pay it, and the case was followed by Hall, V.C., in *Re Bannerman's Trusts*, 21 Ch. D. 105. From that time a different view was taken by the court on the question whether the burden of income tax was intended to be relieved against by words of exception: *Gleadow* v. *Leetham*, 22 Ch. D 269; *Pole Carew* v. *Craddock*, 1920, 3 K.B. 109, where an exemption from taxes of a ferry conferred by a private Act of Parliament passed long before income tax was thought of was held to exempt from that tax. Having regard to the date of the present private Act, the language of s. 7 was *primâ facie* intended to exempt the annuities from any deduction of income tax, and it must be paid by the trustees out of the income of the estates, and the £3,000 paid clear of tax. The appeal therefore must be allowed.

WARRINGTON, L.J., and SARGANT, L.J., delivered judgment to the same effect, the former observing that Kay, J., was correct in *Gleadow* v. *Leetham, supra*, in dividing the cases into two classes, (1) where the words were "clear of all deductions" without mentioning taxes, and (2) where the words were so closely connected with taxes as to make it clear that deduction of income tax was excepted.—COUNSEL: *Maugham*, K.C., *Bremner* and *Dighton Pollock*; *Clauson*, K.C., and *Ashworth James*. SOLICITORS: *Nicholson, Freeland & Shepherd*; *Williams and James*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

CHILLINGWORTH *v.* **ESCHE.** No. 1. 25th and 26th October.

VENDOR AND PURCHASER—SALE OF REAL ESTATE—"SUBJECT TO A PROPER CONTRACT"—SUBSIDIARY DOCUMENTS INDICATING AGREEMENT FOR SALE—PAYMENT OF DEPOSIT—PURCHASER WITHDRAWING WITHOUT REASON—RIGHT TO RECOVER DEPOSIT.

A document by which vendor and purchaser agree to sell land "subject to a proper contract to be prepared" does not effect a binding contract, even when other documents executed at the same time indicate that the transaction is complete. Further, when the purchaser has paid a deposit, expressed by the document to be paid "as a deposit and in part payment of the purchase money," he can break off negotiations at any time before execution of the formal contract and obtain repayment of the deposit. Semble, the deposit, unless expressly stated to be so, is not a guarantee that the purchaser will do his best to carry out the purchase, and so forfeitable to the vendor if he fails to do so; but is an anticipatory part payment of the purchase money.

Appeal from a decision of Astbury, J., reported 67 SOL. J. 556; 1923, 1 Ch. 576. By a document dated 10th July, 1922, the plaintiff agreed to purchase from the defendant a freehold land and nursery at Cadmore Lane, Cheshunt, Herts, the particulars of which were fully described, for the sum of £4,800 "subject to a proper contract to be prepared by the vendor's solicitors," and they acknowledged having paid on that day the sum of £240 "as a deposit and in part payment of the purchase money." The completion was fixed for 2nd November, 1922, when vacant possession was to be given. The document was signed by both vendor and purchaser, and the vendor also signed the following receipt subjoined: "I hereby confirm the above sale and acknowledge receipt of deposit of £240 above mentioned." An additional receipt was also given by the vendor to the purchaser, and this stated that the balance of the purchase money payable was £4,560. On 1st August, 1922, the vendor's solicitors, having prepared a formal contract, sent it to the purchaser's solicitors for final approval, and it was returned approved on 23rd September. The vendor executed an engrossment and sent it to the purchaser's solicitors, who replied that their client refused to proceed with the negotiations. The vendor refused to return the deposit of £240, and the plaintiff sued to recover it. The vendor did not ask for specific performance, but he contended that the deposit had been paid as a guarantee that the purchaser meant business, and would do what was reasonable to carry out the transaction, and that if without reason, and without default upon his part, broke off negotiations, the deposit was forfeited. Astbury, J., without deciding the question whether the document of 10th July, 1922, was a proper contract, held that the deposit was paid as a guarantee that the purchaser would execute a proper contract if and when tendered to him, and that he could not recover it. The plaintiff appealed. The Court allowed the appeal.

Sir ERNEST POLLOCK, M.R., said that the present court should make up its mind as to the effect of the agreement of 10th July, 1922. Was it a concluded agreement, by which the parties were bound, or was it merely a preliminary document, by which, owing to the words "subject to a proper contract," the parties were not bound until such a contract was executed? It was not necessary to go into the many cases upon this point. It would be enough to refer to *Rossdale* v. *Denny*, 65 SOL. J. 59; 1921, 1 Ch. 57, and *Coope* v. *Rideout*, 65 SOL. J. 114; 1921, 1 Ch. 291. In the latter case, Lord Sterndale referred to the dictum of Parker, J., in *von Halzfeldt Wildenburg* v. *Alexander*, 1912, 1 Ch. 284, in which Parker, J., said, 1912, 1 Ch., at p. 289: "It is a question of construction whether the execution of the further contract is a condition or term of the bargain, or whether it is a mere expression of the desire of the parties as to the manner in which the transaction already agreed to will in fact go through." That dictum was approved by Lord Sterndale, and it had often been held that Parker, J., had accurately stated the result of many cases decided upon that point. *Rossdale* v. *Denny, supra*, and *Coope* v. *Rideout, supra*, both went to the Court of Appeal, and in both the dictum of Parker, J., was referred to and accepted. To him, the Master of the Rolls, looking at the words "subject to a proper contract," etc., it seemed clear that what was intended was that the whole memorandum was conditional upon a formal or "proper" contract being prepared by the vendor's solicitors and duly executed. It was not possible that those words were the expression of a mere desire for a further contract. The full conditions of the sale were clearly meant to be embodied in a further contract, and until that contract was executed there was no binding agreement for the purchase of the property. Having come to that conclusion, it would seem to follow that as negotiations fell through before the contract was executed, the deposit should be repaid to the purchaser. It had been contended that to decide the effect of the memorandum of 10th July the court should look at the other documents—the receipts, etc.—and that those documents showed that the parties intended the memorandum to be a concluded agreement. That was putting too high a value on those other documents. They did not alter the effect of those important words, "subject to a proper contract." It was then

said that the £240 was paid as a deposit, and as such was meant to be a guarantee. It was said that it never lost the character of a deposit, and that, therefore, the vendor might retain it. In *Soper* v. *Arnold*, Lord Macnaghten said, 14 App. Cas. at p. 435: "Everybody knows what a deposit is. The purchaser did not want legal advice to tell him that. The deposit serves two purposes—if the purchase is carried out it goes against the purchase money—but its primary purpose is this: it is a guarantee that the purchaser means business; and if there is a case in which a deposit is rightly and properly forfeited, it is I think when a man enters into a contract to buy real property without taking the trouble to consider whether he can pay for it or not." It was said here that this £240 was a guarantee that the buyer meant business, and as through his action business did not result, the deposit should be forfeited, on the ground that the purchaser should have executed the contract tendered to him. It was, however, no business of the court to say why negotiations came to an end, or to apportion the blame for that ending. The court must note that as there was no contract the deposit would *primâ facie* be returnable. What ground was there for saying that a person who was entitled to break off negotiations must lose his deposit by doing so? It had been said that the purchaser could not enter into serious negotiations and then break them off without reason, but it was not the court's duty to go into that. It was also contended that inasmuch as the deposit was not at the moment part of the purchase money, it had another nature attributable to it, a nature under which the vendor, if circumstances justified him in so doing, was entitled to retain it; but in *Baylis* v. *Bishop of London*, 1912, 2 Ch., 318, it was shown that the onus of showing that the deposit could be retained was on the vendor, and he, the Master of the Rolls, could not accept the view that the purchaser was placed in no difficulty by his money being left in the hands of the vendor, while the vendor was under a difficulty by reason of his having made a preliminary agreement, not for the moment binding, to sell the property. It was right to say, however, that the present decision did not decide as to the right to retain or recover the deposit in all cases, but simply in the facts of this particular case. In *Howe* v. *Smith*, 27 Ch. D. 89, the right of a purchaser to the return of a deposit was considered by Lords Justices Cotton, Bowen, and Fry, and Lord Justice Bowen said 27 Ch. D., at p. 97: "The question as to the right of the purchaser to the return of the deposit money must in each case be a question of the conditions of the contract. In principle it ought to be so, because, of course, persons may make exactly what bargain they please as to what is to be done with the money deposited." It seemed to him, the Master of the Rolls, that in the circumstances of the present case, the deposit was recoverable by the purchaser, and that no provision was made which would justify the vendor in retaining it, though if he had, by appropriate words, made provision for that in the memorandum, that provision could have been upheld. The appeal must therefore be allowed, and the plaintiff was entitled to a declaration that there was no existing contract and to a return of the desposit.

WARRINGTON and SARGANT, L.J.J., delivered judgments to the same effect.—COUNSEL: *Luxmoore*, K.C., *Lionel Cohen* and *Wynn Parry* for the appellant; *Micklem*, K.C., and *W. F. Webster* for the respondent. SOLICITORS: *Francis T. Jones*; *Barfield* and *Barfield*.

[Reported by G. T. WHITFIELD HAYES, Barrister-at-Law.]

PERLAK PETROLEUM MAATSCHAPPY *v.* DEEN.

No. 2. 15th October.

PRACTICE — DISCOVERY — INTERROGATORIES — FOREIGN LAW — PROOF—INTERROGATORIES PROPOSED TO BE ADMINISTERED TO NON-EXPERT PERSON — COMPETENCY OF WITNESS — ADMISSIBILITY OF INTERROGATORIES.

Foreign law must be proved by the evidence of experts skilled in the particular foreign law which is material to the proceeding, and interrogatories proposed to be administered to a non-expert, who might nevertheless happen to know the answer to the questions asked, are not admissible.

Appeal from Judge at Chambers. The learned Judge at Chambers had affirmed an order of Master Ball directing the defendant to answer interrogatories administered by the plaintiffs. The plaintiffs, a Dutch company, brought the action, claiming to recover a large sum of money on a foreign judgment. They alleged that by a judgment of a court at the Hague, duly constituted according to the laws of Holland, and having jurisdiction to entertain and determine the action, they were held entitled to recover from the defendant a large sum of money. The defendant, in his defence, traversed the validity of the judgment. The plaintiffs then proposed to administer the following interrogatories to the defendant: (5) Are not the High Court of the Netherlands and the District Court of the Hague, courts duly constituted in accordance with the laws of Holland? If nay, in what respects are they or either of them not so constituted? (6) Had not the District Court of the Hague jurisdiction to entertain the suit in which the judgments sued on were given or to give the said judgment? (8) Were not the judgments obtained on a cause of action the nature and character of which would have supported an action in England? If nay, state in what respects do you say that they would not have supported such action. The plaintiffs applied for leave to administer these interrogatories, and the Master allowed the interrogatories on the ground that although they might involve questions of foreign law, questions of foreign law were treated in our courts as questions of fact. On appeal, Swift, J., at Chambers, affirmed the Master's order. The defendant appealed to the Court of Appeal.

The COURT (Bankes and Scrutton, L.JJ.) allowed the appeal, holding that the interrogatories were not admissible on the ground that it had not been proved that the person sought to be interrogated, not being an expert in the particular foreign law in question, was competent to answer the questions, notwithstanding that he might know the answers to the questions to be asked. Although the question of the foreign law was a question of fact, yet the evidence to prove that fact must be given by experts in that law, and as the person sought to be interrogated in this case did not possess the required qualification, the interrogatories could not be administered to him, and the appeal must be allowed.—COUNSEL: *Neilson*, K.C., and *R. Fortune*; *R. A. Wright*, K.C., and *Micklethwait*. SOLICITORS: *Morley, Shireff and Co.*; *Freshfields, Leese & Munns*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—Chancery Division.

KENDJEAN *v.* GUMUCHDJION and Another.

Russell, J.
16th October.

PRACTICE—ACCOUNT ORDERED—CONSENT AS TO TAKING—REFERENCE TO SPECIAL ARBITRAL TRIBUNAL—MOTION TO VARY CERTIFICATE—SPECIAL REFEREE—ARBITRATION ACT, 1889, 52 & 53 Vict. c. 49, ss. 13, 14—R.S.C., Ord. 36, r. 54.

The power to refer any question arising in any cause or matter for inquiry or report to a special referee under ss. 13 *and* 14 *of the Arbitration Act*, 1889, *does not give the court power to refer the cause or matter to two persons with power to nominate an umpire, so that where this has in fact been done, Ord.* 36, *r.* 54, *which allows the report of a special referee to be questioned, does not apply to such a case, and the parties having selected their own machinery must abide by it.*

These were two motions and a further consideration of an action tried in July, 1922. The facts were as follows: The plaintiff alleged that he and the second defendant were partners in the carpet business of the first defendant. The court held that the business was the sole property of the first defendant, and that the plaintiff and the second defendant were employed by him on commission, and ordered an account to be taken of all the dealings and transactions of the plaintiff and the second defendant in respect of the said business. Instead of the account being taken in chambers as usual, the parties agreed upon the following order: "that such account be taken by E. D. Basden and J. M. Morse, the accountants nominated by the parties, and failing agreement between the said accountants, by a chartered accountant to be nominated by the said accountants, and the further consideration of this action is adjourned with liberty to apply." The accountants failed to agree and nominated a Mr. Hennell, who took the account and gave his decision in a document in the form of an award on arbitration, which the first defendant's solicitor filed, and the plaintiff gave notice of motion to remove it from the file, and this motion, and another motion to vary the award, and the further consideration of the action all came on for hearing together. It was contended, on the one hand, that the parties having selected their own tribunal could not challenge it, and that ss. 13 and 14 of the Arbitration Act, 1889, and Ord. 34, r. 56, did not apply; and on the other hand, it was contended that there was no submission to an award at all, and that the order was either a reference or a nullity, and that a special referee need not be one person.

RUSSELL, J., after stating the facts, said: Instead of taking the account in chambers, the parties agreed that the account shall be taken by two accountants, and, failing agreement, by a chartered accountant to be nominated by them. The two accountants failed to agree, and on 7th March, 1923, nominated Mr. Hennell, who took the account and embodied his conclusions in a document dated 13th July, 1923, in the form of an award on an arbitration. It is now asked that the document shall be removed from the file and that the award shall be varied. In my opinion this is not a case of a reference to a special referee within either s. 13 or s. 14 of the Arbitration Act, 1889. The power to refer any question arising in any cause or matter for enquiry or report to a special referee does not give the court

power to refer the cause or matter to two persons, with power to them to nominate an umpire. The case does not fall within either s. 13 or s. 14, and therefore Ord. 36, r. 54, which allows the report to be questioned, does not apply. The order is not one that the court could have made without the consent of the parties. I will treat the order as if it expressly stated, as it should have done, that it was made with the consent of the parties. It was a deliberate assent by them that the taking of the account should be once and for all settled by the machinery they selected. The result is that both motions fail and must be dismissed with costs. On the further consideration the findings of Mr. Hennell will be embodied in the order, which will be in the terms of the minutes.—COUNSEL: *Preston*, K.C., and *Danckwerts*; *Comyns Carr*; *Buckmaster*. SOLICITORS: *McKenna and Co.*; *William A. Crump & Son*.

[Reported by L. M. MAY, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

SUTTON *v* BEGLEY. 2nd May.

LANDLORD AND TENANT—DWELLING-HOUSE—RESTRICTIONS—SEPARATE LETTING OF PART OF HOUSE—NO STRUCTURAL ALTERATION AMOUNTING TO RECONSTRUCTION—STANDARD RENT—APPORTIONMENT—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920, 10 & 11 Geo. 5, c. 17, s. 12.

In March, 1921, *a large dwelling-house was let on lease for five years at a rent of* £100 *a year, the lessees paying rates and taxes and doing internal repairs. The rateable value of the house in August*, 1914, *was* £60 *gross and* £48 *net. The lessees, being minded to occupy a part only of the house themselves, in June*, 1921, *sub-let to a tenant four rooms and certain appurtenances in the house for three years at* £80 *a year, the lessees paying rates and taxes and other outgoings. The tenant afterwards made an application to the county court under s-s.* 3 *of s.* 12 *of the Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, *for an order for the apportionment of the rent of the premises with a view to fixing the standard rent of the four rooms and appurtenances.*

Held, (1) *that the four rooms and appurtenances let to the applicant in June*, 1921, *were not first let as such on that date, and therefore the rent at which they were let to the applicant was not the standard rent within the meaning of s.* 12, *s-s.* 1(*a*) *of the Act of* 1920, *which defines "standard rent" as the rent at which the dwelling-house was let on* 3*rd August*, 1914, *or, in the case of a dwelling-house first let after that date, the rent at which it was first let*; (2) *that, as there had been no structural alteration amounting to a reconstruction of the premises by way of conversion into separate and self-contained flats within s-s.* 9 *of s.* 12 *of the Act, and the identity of the premises had not been lost, the applicant was entitled to an order for apportionment, and to have the standard rent fixed and his rent reduced to a proportion of the standard rent of the whole house*: Woodward *v.* Samuels, 89 *L.J. K.B.* 689, 1920, *approved*; (3) *that the county court has jurisdiction to make an order of apportionment under s.* 12, *s-s.* 3, *of the Act of* 1920, *on an original application.*

Rex *v.* Marylebone County Court Judge, 1923, 1 K.B. 365: 67 SOL. J. 299 *approved.*

Decision of the Divisional Court *affirmed.*

Appeal from the Divisional Court. In March, 1921, two spinster ladies, Julia Ann Begley and Ettie Clarke Stephen, took a lease of a large house at Leamington, called York House, for five years at a rental of £100 a year, and agreed to pay the rates and taxes and do the internal repairs. During the war the house was occupied by the Royal Air Force, who left it in a dilapidated condition. The house contained nineteen rooms, two lavatories, a bathroom, and a large basement with a garden in front and at the back. The two ladies intended to occupy only a part of the house themselves, and having spent a great deal of money, and taken a lot of trouble to make the house habitable, they advertised to sub-let parts of it. In consequence of the advertisement, Charles George Sutton became tenant of four rooms, good rooms on the ground floor, and other accessories under an agreement dated 11th June, 1921, which C. G. Sutton, who was a solicitor, drew up himself. The landlords agreed to let and the tenant agreed to take all those four rooms on the ground floor of York House with the fixtures and fittings, together with the use, jointly and in common with the landlords and other tenants of other parts of York House, of the entrance-hall leading to the premises, the use of the water-closet on the ground floor, the right to use the basement, kitchen and scullery in common with all persons to whom the landlords might thereafter grant the like right, the right in common as aforesaid to use the bathroom on the second floor at all reasonable times and the use of the garden in front of the said premises, to hold the same for the term of three years from 24th May, 1921, at the yearly rent of £80 per annum. The rateable value of the premises in August, 1914, was £60 gross and £48 net. In June, 1922, C. G. Sutton applied to the county court for an order under s. 12, s-s. 3, of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, for an apportionment of the rent with a view to determining the standard rent of the four rooms in his occupation. The County Court Judge, being of opinion that he was bound by *Woodward* v. *Samuels*, 89 L.J. K.B. 689, 1920, and *Sinclair* v. *Powell*, 1922, 1 K.B. 393; 66 SOL. J. 235, to hold that the applicant was entitled to have his rent reduced to a proportion of the standard rent of the whole house, fixed the standard rent of the applicant's rooms and accommodation at £60 a year from 24th May, 1921. The decision of the county court judge was affirmed by the Divisional Court (Avory and Greer, JJ.) The defendants appealed.

BANKES, L.J.:—This is an attempt on the part of the appellants to show that this court took a wrong view of the Increase of Rent., &c. (Restrictions) Act, 1920, in *Sinclair* v. *Powell*, 1922, 1 K.B. 393; 66 SOL. J. 235. The application (in this particular case) to fix the standard rent is entirely without merits. But the construction of the Act for which the appellants contend, although very desirable in this particular case, cannot be limited to this case and its general application would very largely defeat the object of the Act and would deprive intending tenants of the protection which it was the express object of the Legislature to give them. That the application for apportionment is without merits is shown by the facts that the respondent is a solicitor who himself drew up the agreement whereby the appellants, two spinster ladies, agreed to let him four rooms in York House, with the right to use other rooms and conveniences, for a term of three years at £80 a year. He now seeks to repudiate that bargain, and to obtain from the county court an order for the apportionment of what, he says, is the standard rent of the whole house, an order which would enable him to occupy the parts of the house included in his agreement at a rent much less than that which he has agreed to pay. It is contended that the effect of s. 12, s.s. 8, of the Act of 1920 is to put the rooms and premises included in this agreement in the same position as if they were a self-contained flat or tenement into which part of the house had been converted, within the purview of s.-s. 9 of s. 12 of the Act of 1920. In my opinion, it is neither necessary nor possible to give that construction to s.-s. 8 of s. 12. The application to the county court was made under s.-s. 3 of s. 12. In *Woodward* v. *Samuels*, 89 L.J. K.B. 689, 1920, the dwelling-house had been let in separate lettings, but without any such structural alteration of the premises as would convert them into separate self-contained flats or tenements. The Divisional Court held that, in the circumstances of that case, nothing had occurred to change the identity of the original dwelling, and therefore the county court had jurisdiction, and ought to apportion the standard rent of the original dwelling. That case was considered by the Court of Appeal in *Sinclair* v. *Powell*, 1922, 1 K.B. 393; 66 SOL. J. 235, and both Atkin, L.J., and I myself, expressed concurrence with the view of the Divisional Court in *Woodward* v. *Samuels*, *supra*, but we thought that the two cases were distinguishable on the facts in that in *Sinclair* v. *Powell*, *supra*, there had been a change in the original dwelling-house by conversion into self-contained flats or tenements, and that the original dwelling-house had lost its identity; so that the separate self-contained flats or tenements had each its own standard rent and there was no case for apportioning. In *Marchbank* v. *Campbell*, 1923, 1 K.B. 245; 67 SOL. J. 184, *Woodward* v. *Samuels*, *supra*, was, in my opinion, quite correctly applied by Salter, J. I entirely agree with Salter, J.'s statement of the question for decision, both in that case as well as in the present case. Salter, J., said that the question was, what were the circumstances which should guide a judge in deciding whether the flat was first let in December, 1920, or was let on 3rd August, 1914. In his opinion that was a question of fact, and depended on the nature and extent of the structural alteration. He thought that it was not to be inferred from the terms of s. 12, s.-s. 9, that apportionment must always be made unless the structural alteration amounted to complete reconstruction within that sub-section. Sub-sections 2 and 3 read together seemed to him to imply that, in order to ascertain the actual rent of a dwelling-house, such as this flat, it would sometimes be necessary and sometimes unnecessary to resort to apportionment. It was a question of the physical identity of the applicant's dwelling-house. To justify a judge in finding that the part was first let when it was first let separately, there must be, in his opinion, not merely a new and separate dwelling-house in law, by virtue of a new and separate letting, but a new and separate dwelling-house in fact, by virtue of substantial structural alteration. In that passage Salter, J., in terms negatives the appellants' contention in this case, and the reason which he gives is in accordance with the decision of this court in *Sinclair* v. *Powell*, 1922, 1 K.B. 365; 66 SOL. J. 235. In my opinion, where, as

here, there is nothing in the nature of a structural alteration which has converted the dwelling-house into one or more self-contained flats or tenements, or which has so altered the dwelling-house that its identity is lost, the jurisdiction of the county court remains to apportion the standard rent of the original dwelling-house, and it is quite immaterial that, for certain other purposes of the statute, rooms in a house, the subject of a separate letting, are to be treated as part of a house let as a separate dwelling. For these reasons, in my opinion, the decision of the Divisional Court was right, and the fact that the application was without any merits is no reason for questioning the correctness or the wisdom of the decision. The appeal must be dismissed.

SCRUTTON, L.J., and ATKIN, L.J., concurred. Appeal dismissed.—COUNSEL: *P. E. Sandlands* and *A. A. Dickie*; *T. N. Winning*. SOLICITORS: *Rawle, Johnstone & Co.*, for *Wright, Hassall & Co.*, Leamington; *C. G. Sutton*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

PERFORMING RIGHTS SOCIETY LIMITED *v.* CIRYL THEATRICAL SYNDICATE LIMITED and FARADAY. No. 2. 3rd May.

COPYRIGHT—MUSICAL WORKS—INFRINGEMENT—PERFORMANCE AT THEATRE—AUTHORISATION—LESSEE OF THEATRE—LICENSEE—RIGHT TO AUTHORISE PERFORMANCE—"PERMISSION" TO USE THEATRE FOR PERFORMANCE—COPYRIGHT ACT, 1911, 1 & 2 Geo. 5, c. 46, s. 1, ss. 2; s. 2, ss. 1, 3.

By s. 1, ss. 2, and s. 2, ss. 1 of the Copyright Act, 1911, a person who, without the consent of the owner of the copyright, authorises the performance in public of a musical work the subject-matter of the copyright is deemed to infringe the copyright. Section 2, ss. 3, provides that "copyright in a work shall also be deemed to be infringed by any person who for his private profit permits a theatre or other place of entertainment to be used for the performance in public of the work without the consent of the owner of the copyright, unless he was not aware, or had no reasonable ground for suspecting, that the performance would be an infringement of copyright." The plaintiffs were the owners of the copyright in certain musical works, and the defendant was the licensee under the Lord Chamberlain of a theatre, and was also the managing director of the defendant syndicate who were the lessees of, and producers of plays at the theatre. The defendant as agent of the lessees, the defendant syndicate, appointed for remuneration an orchestra to supply music at the theatre during the performances. The defendant F had power to prevent the orchestra from playing any particular piece of music. During the absence of the defendant abroad, the orchestra, at performances of a play, played certain musical works, the copyright of which belonged to the plaintiffs. The band were neither the agents nor the servants of the defendant F. The band were paid by the syndicate of which the defendant F was the managing director. There was no evidence that the defendant F knew or had reason to expect that the band were likely to perform anything which might be an infringement of a copyright work.

Held, that since there was no evidence from which it could be held or inferred that the defendant F had "authorised" or "permitted" the performance of the musical pieces in question, the defendant could not be held to have infringed the plaintiffs' copyright within the meaning of s. 2, ss. 1 of the Copyright Act, 1911.

Decision of Rowlatt, J., 1923, 2 K.B. 146, *reversed.*

Appeal from a decision of Rowlatt, J. The plaintiffs were the owners of the copyright in certain musical works, including a selection known as "Colonel Bogey March" and "Mary." The defendant company, the Ciryl Theatrical Syndicate, Limited, were the lessees of the Duke of York's Theatre, St. Martin's Lane, London, and the defendant Faraday was a shareholder in and managing director of the company. He was also the licensee under the Lord Chamberlain of the theatre. In 1918 an oral agreement was made between the defendant Faraday, acting on behalf of the defendant company, and one Bobbe, a professional musician, that the latter should provide an orchestra under his management and direction to perform at the theatre at an inclusive salary of £30 per week. By an agreement in writing dated 8th June, 1921, between the defendant company and the defendant Faraday, therein called "the licensee," it was agreed (*inter alia*) that the company should provide the theatre and dressing rooms thereof, together with the necessary machinery and fixtures, to perform a play called "The Wrong Number"; that the licensee should provide and run the play with a full and competent company of artistes and stage hands, all scenery, dresses and properties and every requisite behind the curtain; that the company should provide and pay an efficient quartette orchestra; that the licensee should produce the play on 16th June, 1921; that all money paid for admission to the theatre should be received by the company and shared between the company and the licensee as therein provided; and that the licensee should continue the run of the play up to the termination of the licence or until notice as thereby provided. The defendant Faraday, in pursuance of the agreement, produced the play at the theatre, and at the top of the programme appeared the words "Mr. Michael Faraday presents" the play. A verbal agreement was made by Faraday and another representative of the company with Bobbe that the latter should provide the orchestra and supply the music for the play and he did so, the orchestra under his conductorship giving musical selections during the intervals between the acts at each performance. On 14th July, 1921, during one of the intervals, the orchestra played, among other pieces, a part of the "Mary" selection, without having obtained the plaintiffs' consent. On 15th July the plaintiffs wrote to the defendant Faraday calling his attention to this infringement and asking for an undertaking that it should not be repeated, but, owing to his absence abroad, no answer was received. On 27th July during an interval, the orchestra, with the approval of the defendant company's representative, played, among other selections, the "Mary" selection and the "Colonel Bogey March," without the plaintiffs' consent; and on 28th July the plaintiffs wrote again to the defendant Faraday complaining of this further infringement of copyright. The defendant Faraday was still abroad and did not return until September, but on 10th August, 1921, he wrote to the plaintiffs saying that he was not inclined to take out a licence from them, that he had engaged an orchestra who provided their own music, that, if they were infringing any copyright, the plaintiffs must look to them and not to himself, that it did not make any difference to him what the orchestra played, that he was seriously considering doing without an orchestra, and that he was not running the Duke of York's Theatre. On 24th August he dismissed the orchestra. Rowlatt, J., who tried the action, held that both defendants (the syndicate as well as the defendant Faraday, the syndicate's managing director) were liable, and he granted an injunction and damages. The defendant Faraday appealed.

BANKES, L. J.: This is an appeal from the judgment of Rowlatt, J., in an action in which he gave judgment for the plaintiffs against both defendants for infringements of copyright. The plaintiffs' complaint was that on 27th July, 1921, the defendants either authorised the performance at the Duke of York's Theatre of certain musical works, the copyright of which they were the proprietors, or, in the alternative, that they permitted the use of the Duke of York's Theatre for the performance of these works for their private profit and in each case without the consent of the plaintiffs. The defendant Faraday appeals. There is no appeal by the defendants the Ciryl Theatrical Syndicate. The appellant's case is that there was no evidence before the learned judge which justifies him in arriving at the conclusion at which he did arrive. The two points which the learned judge had to consider were first, whether there was evidence upon which he ought to find that the defendant Faraday authorised the performance of these pieces of music by the band of the theatre on this particular occasion; or whether there was evidence, in the alternative, that he permitted the use of the theatre for his own private profit for these performances on that occasion. It is not in dispute that whatever Mr. Faraday's position may have been, the band collectively, or members of the band, individually, were neither agents nor servants of Mr. Faraday; and the question does not arise as to what the position might have been if the performance had been either by an agent or servant of his. The question is, how far is Mr. Faraday responsible, if at all, in the circumstances of the case, for these unwarranted performances by the band on 27th July? It is necessary to consider exactly what Mr. Faraday's position was. I take his position from his own answer to the first interrogatory. In that he says: "I was the licensee of the Duke of York's Theatre, St. Martin's-lane, on 27th July, 1921"—by that he is referring to the licence from the Lord Chamberlain—"as agent for the defendant syndicate under an agreement in writing dated 8th June, 1921. I agreed to produce the play the subject-matter of the performance at the said theatre on the date aforesaid, and was entitled to and received the share of proceeds of performances therein stated." That exactly was Mr. Faraday's position. It was one of the terms of the agreement to which he there refers, under which the play was produced, that the syndicate should provide and pay an efficient quartette orchestra. So, on the occasion in question the band which performed these pieces of which complaint is made, were employed by, and its members were servants of, the syndicate. Some reference has been made in the argument, and a good deal of reference was made in the cross-examination of the witnesses, as to what Mr. Faraday's authority in fact over this band was, in spite of what I may call the technical position which he occupied in law. I do not doubt that Mr. Faraday was in a position to tell the band that they must not perform any particular piece to which he objected. I think he had the right, in the sense that his order, if given, would be obeyed, to dismiss the band—whether he had a legal right or not is another matter; but he did, in fact, ultimately dismiss the band. I assume, therefore, that he had, to that extent, authority over the band, although they were not employed or paid by him. To succeed in this action the plaintiffs must give some evidence

of either authority to perform these pieces, or of permission to use the theatre within the meaning of the section for the performance of these pieces. I agree that it is not necessary to prove some actual act of commission, in order to give evidence from which the court may infer authorisation or permission, and I go so far as to say that in my opinion you may find a degree of indifference on the part of an individual, evidence either by act of commission or act of ownership, from which it is legitimate to infer authorisation or permission. But in every case it must be a question of fact, I think, whether the true inference from the individual's conduct is that he authorised or permitted the performance complained of.

In this case, with all respect to the learned judge [Rowlatt, J.], I cannot draw the inference from Mr. Faraday's conduct which the learned judge drew. The material facts from which an inference can be drawn lie within a very small compass. The band, as I have said, were in the employ of and were paid by the syndicate. I am not aware that there was any evidence as to when the play commenced its run or when the band were first engaged. If there is evidence I have missed it; but the fact is that, on the date when the performance complained of took place, Mr. Faraday was abroad. There is no evidence whatever that he either knew or had reason to anticipate or suspect that the band, in his absence, were at all likely to perform any pieces which would be an infringement of copyright. A letter was written to him on 15th July, calling his attention to the fact that the band had infringed the copyright, or was said to have infringed it; but there is no evidence that that letter ever reached Mr. Faraday. A second letter was written on 28th July, again complaining of infringement, by the band, of the plaintiffs' copyright. At that time Mr. Faraday was still abroad. He does not appear to have returned until some time in September, because I find a letter from the plaintiffs' representative to him on 10th August, saying: "I now learn from your office that you will probably be out of town until the end of September, and, as I understand letters are forwarded to you, I trust you will not delay, until you return to town, dealing with my letter of the 15th ult." Then there is a letter of the 10th August from the defendant, to which the learned judge attached an importance which I do not think is justified by the terms of that letter. I do not know from where it is written, because the address does not appear on my copy. Whether Mr. Faraday had returned by this time of not, I am not sure. He writes this letter on 10th August, 1921 "My dear Woodhouse—I certainly am not inclined to take out a licence for the Performing Right Society, for I have not sufficient interest in the matter, as I have written you over and over again in the last few years. I engaged an orchestra, who provide their own music, and, if they are infringing any copyrights, you must look to them and not to me. I do not care in the least what they play. It makes no difference to me, and indeed I am seriously considering doing without an orchestra at all. Added to these matters I am not running the Duke of York's. It is a syndicate, called the Ciryl Syndicate, and the secretary is 'so and so'."

He wrote a second letter on 24th August. He says: "Dear Woodhouse,—Thanks for your letter of the 13th inst. I have been away, or I would have answered it before. I have nothing to do with the orchestra at the Duke of York's, although I did engage it on behalf of the syndicate. I am, however, so sick of the petty trifles of running a theatre, that I have given the orchestra notice to quit." I quite agree that those letters do indicate indifference of a kind; but, is it indifference of a kind from which it is legitimate to draw the inference of either authorisation or permission? In my opinion, emphatically no, and for this reason: it is the attitude of a man who, so far from authorising or permitting, says: "I do not think it is my business to interfere. I do not desire or wish that there should be any infringement of copyright whatever; I consider the person who is responsible for seeing that there is no infringement is the conductor or bandmaster of the orchestra or band." In those circumstances it seems to me that it is entirely opposite to the kind of indifference from which it is legitimate to draw the inference of permission or authorisation. In *Monaghan* v. *Taylor*, 1886, 2 T.L.R. 685, the indifference was of this class, that a principal engaged a person who, in the events which happened, the court considered stood for the purpose in the position of his agent; and, as principal, he put him up in his theatre or concert-room to sing whatever songs he chose, indicating that he did not care whether he sang songs which were infringements of copyright or not. In addition, the evidence in that case was apparently that the particular song, which was an infringement, was heard or partially heard by the principal himself. In those circumstances, the question was left to the jury whether they drew an inference of fact from that class of indifference that the principal was authorising the performance of the song in such a sense, that the man who performed it could be said to be his agent. The jury found for the plaintiff in that case, and the Divisional Court confirmed that decision, and held that no complaint could be made of the summing-up of the learned judge, and that the verdict should stand. Both the learned judges who formed the court, it seems to me, went the length of saying that in their opinion, the evidence justified the finding that the performer was the agent of the defendant. Incidentally, I think the court there, expressed an opinion adverse to the contention of counsel for the respondents in this case, that the evidence in this case is sufficient to justify a charge that the defendant permitted the use of the theatre. There is only one other matter to which I need refer, and that is this; it has been pointed out to me by Atkin, L.J., that in *Lyon* v. *Knowles*, 3 B. & S. 556, in the Exchequer Chamber, when the matter came before them on appeal, the judgment of the court is reported in this form: The court said "The question is rather one of fact than of law, but, as far as any question of law was involved, they thought the defendant not liable. He took no part in the matter, and there was no evidence to show whether he did or did not know what particular pieces were represented. The judgment of the court below therefore must be affirmed." In my opinion, there was no evidence here upon which the learned judge could properly come to the conclusion that this defendant, in the position in which he was, the band not being his servants or agents, could be said to have authorised the acts complained of. I do not think it is necessary to attempt to define what may constitute permission within s. 3 of the Act. All I need say is that, in my opinion, the evidence here falls far short of what is necessary to constitute permission to use the theatre for the performance of these particular pieces. On these grounds I think that the judgment must be set aside and the appeal allowed.

SCRUTTON and ATKIN, L.JJ., concurred. Appeal allowed.—COUNSEL: *Cyril Atkinson*, K.C., and *E. F. Spence*; *F. Boyd Merriman*, K.C., and *Hon. S. O. Henn Collins*. SOLICITORS: *Macdonald & Stacey*; *Syrett & Sons*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—Chancery Division.

In re **NICHOLSON: NICHOLSON** *v.* **BOULTON.**

Russell, J. 26th July.

WILL—"CONTRARY INTENTION."—REAL ESTATE CHARGES ACT, 1854 (Locke King's Act), 17 & 18 Vict. c. 113, s. 1.

A letter to a mortgagee by the testatrix's solicitor, giving notice of an intention on the part of the testatrix herself to pay off the mortgage within six months, is not an "other document" within the meaning of s. 1 *of Locke King's Act*, 1854, *by which the testatrix has shown a contrary or other intention within the meaning of the Act, since, if she had lived, she might have meant to alter her will or create a fresh mortgage.*

This was a summons taken out by the nephew of the testatrix, Thomas William Nicholson, to determine whether the defendant, who was the personal representative of her nephew Matthew Elliott, as executor of the will of the testatrix, ought to pay off a mortgage out of the testatrix's residue. The facts were as follows: Mary J. Nicholson made her will on the 30th of November, 1897, and thereby gave her leasehold dwelling-house, shop and premises at No. 17 Church Street, Seaham Harbour, to her nephew, Matthew Elliott, and the residue of her estate to her nephew, Thomas William Nicholson, absolutely. No. 17 Church Street was unincumbered at the date of the will, but the testatrix borrowed a sum of £200 upon it on the 2nd of September, 1920, and mortgaged the house to secure that amount. In September, 1921, she instructed her solicitors to pay off the mortgage, and they accordingly wrote the mortgagee a letter of the 28th of September, 1921, in these terms: "Dear Madam,—We have to-day had Miss Nicholson in to see us with reference to the £200 you lent her on mortgage a year ago. She wishes us to give you notice that she intends to pay this off at the expiration of six months." The testatrix died in the following February and her will was proved by her nephew Matthew, who had since died. Section 1 of Locke King's Act, 1854, provides: "When any person shall . . . die seized of or entitled to any estate or interest in any land or other hereditaments which shall at the time of his death be charged with the payment of any sum or sums of money by way of mortgage, and such person shall not, by his will or deed or other document, have signified any contrary or other intention, the heir or devisee to whom such land or hereditaments shall descend or be devised shall not be entitled to have the mortgage debt discharged or satisfied out of the personal estate or any other real estate of such person, but the land or hereditaments so charged shall as between the different persons claiming through or under the deceased person be primarily liable to the payment of all mortgage debts with which the same shall be charged." The Real Estate Charges Act, 1877, extended this section to leaseholds.

RUSSELL, J., after stating the facts, said: The question now arises as to whether the amount of the mortgage is to be borne by the specific legatee of these premises, or whether the specific

legatee is entitled to have the amount of the mortgage discharged out of the residue of the estate. *Primâ facie*, under Locke King's Act, the former position would be the one that would obtain, namely, that the specific legatee of the property would have to bear the burden of the mortgage which existed on that property at the date of the death of the testatrix. In terms s. 1 applies to real estate, but by a subsequent Act it applies also to leaseholds. Now it is said that the letter written by the lady's solicitor to the mortgagee, giving notice of an intention on the part of the lady herself to pay off the mortgage in six months' time, is an "other document" within the meaning of the section, by which she has shown a contrary or other intention within the meaning of the Act. In my opinion that view is quite unsound. The letter shows no intention of any sort or kind that, as between the specific legatee and the residuary legatee, the debt should be borne by the latter. It merely shows an intention by the testatrix to pay off the mortgage herself in her own lifetime, and above all the letter shows no intention at all in relation to a mortgage which would be in existence at the date of the death of the testatrix. The only intention shown by the letter is the intention by the testatrix to clear off the mortgage, and if and when she had done that, it is mere speculation as to what would have happened. She might have altered her will or have created a fresh mortgage. Under these circumstances I hold that this document shows no contrary intention within the meaning of the Act.—COUNSEL: *Lavington; Vaisey.* SOLICITORS: *Nash, Field & Co.; Peacock & Goddard* for *Gales, Boulton & Co.*, Sunderland.

[Reported by L. M. MAY, Barrister-at-Law.]

THE NEW YORK LIFE INSURANCE CO. *v.* THE PUBLIC TRUSTEE.
Romer, J. 25th June and 27th July.

ALIENS—"PROPERTY RIGHTS AND INTERESTS" OF GERMAN NATIONALS—TREATY OF PEACE WITH GERMANY, Sect. IV, Annex, Sect. V, Art. 299, Annex, para. 4—TREATY OF PEACE ORDER, 1919, s. 1, s-s. (16).

The residence and domicil of an insurance company is the place where policy moneys are situate, and that is determined by the locality of the principal place of business of the insurance company, and accordingly where an insurance company had offices all over the world, but its principal place of business in New York, the debts of the company due under the policies of assurance which were simple contract debts were not subject to the charge in the Treaty of Peace.

This action raised the question whether policy moneys payable under certain policies on 10th January, 1920, the date when the Treaty of Peace with Germany came into force, were "property rights and interests" within His Majesty's Dominions belonging to German nationals and subject to the charge created by s. 1, s-s. (16), of the Treaty of Peace Order, 1919. The facts were as follows: The plaintiff company was incorporated by Special Act of the Legislature of New York and had its central office and the bulk of its assets in New York. There was a branch in London and one in most of the capitals of Europe, the branch in Paris being its head office for Europe. The general manager of the London branch had no general authority to issue policies in this country. The policies in question in this action, signed by the president and the secretary of the company, and countersigned by the general manager for Europe, were issued in London to German nationals before the outbreak of the war. The policies were not under seal. The policy moneys were expressed to be payable in London, but according to the general regulations printed on the policies all premiums were payable either at the central office in New York or at the office where the insurance was payable, and proofs of death were to be forwarded to the New York office. The policy provided that it should be construed according to English law.

ROMER, J., after stating the facts, said: In my opinion there is nothing in Art. 299 of Sect. V of the Treaty of Peace with Germany (which dissolved contracts as from the time when the contracting parties became enemies, except those mentioned in the Annex to that section) or in para. 11 of that Annex (which excepted policies of life insurance from dissolution and defined the rights under them) that indicates that the property, rights, or interests of the assured under such contracts were to be excluded from the general charge under para. 4 of the Annex to Sect. V, or anything in Sect. V inconsistent with giving full effect to para. 4 of the Annex to Sect. IV. But I am of opinion, (1) that the policy moneys in question, being due in respect of simple contract debts, were situate in the country in which the plaintiff company was residing, notwithstanding that they were expressed to be payable in London; (2) that the residence and domicil of the company are determined by the locality of its principal place of business, which in all the circumstances is New York; and (3) that, therefore, the simple contract debts of the company due under the policies to German nationals on 10th January, 1920, were not at that date within His Majesty's dominions and accordingly were not subject to the charge referred to in Sect. IV of the Treaty of Peace and created by s. 1, s-s. (16), of the Treaty of Peace Order, 1919.—COUNSEL: *Schiller*, K.C., and *H. G. Robertson; Sir Douglas Hogg*, A.-G., and *Gavin Simonds.* SOLICITORS: *Ashurst, Morris, Crisp & Co.; Coward, Hawkesley, Sons & Chance.*

[Reported by L. M. MAY, Barrister-at-Law.]

ERRATA—*Hodgson* v. *McCreagh*, *ante*, pp. 58, 59. On p. 58, in head-note, l. 6, and on p. 59, in report, l. 11, for "preserved," read "presumed."

New Orders, &c.

The Judge under the Patents and Designs Act, 1907.

The Lord Chancellor has selected the Honourable Mr. Justice Astbury to be the Judge of the High Court to whom an appeal shall be made or a petition referred or presented under s-s. 2 of s. 92 of the Patents and Designs Act, 1907.

The Judge under the Public Trustee Rules.

The Lord Chancellor has assigned the duty imposed by r. 15 (2) of the Public Trustee Rules, 1912, to The Honourable Mr. Justice Russell.

Board of Education.

THE HEALTH OF SCHOOL CHILDREN.

Sir George Newman's Annual Report for 1922 to the Board of Education on "The Health of the School Child" will, it is anticipated, be published (price 1s. 6d.) towards the end of next week, and will contain a very full review of the ever-widening sphere of the School Medical Service, which is so profoundly altering the life and health of school children. Special chapters are devoted to the findings of medical inspection, medical research work in the school, medical treatment, the school clinic, methods of dealing with the abnormal child, physical training, juvenile employment, and lastly orthopædics and the child, which has been considered in detail.

In refusing an order for possession against a tenant at Enfield Wash recently, says *The Times* of 16th October, Judge Crawford, at Waltham Abbey County Court, said he wished to take that opportunity to make known the method he intended to adopt in all the courts under his jurisdiction in cases of this character. It seemed to be forgotten, the judge continued, that s-s. (1) of s. 5 of the Rent Act concluded with these words: "And, in any case as aforesaid, the Court considers it reasonable to make such an order or give such a judgment." It seemed to him that those words qualified the whole of that section, which was as involved and confused a piece of legislation as he had ever read. The Legislature had left the court this wide discretion, as there was not sufficient proper accommodation for the people of this country, and he should continue to look at all the circumstances of the case, the circumstances of the tenant as well as those of the landlord, until a higher court told him to do otherwise.

Societies.

United Law Society.

A meeting was held in the Middle Temple Common Room on Monday, 29th October, Mr. B. A. Elliman in the chair. Mr. J. H. G. Buller moved: "That the case of *The King* v. *Armstrong*, 1922. 2 K.B. 555, was wrongly decided." Mr. G. B. Burke opposed. Messrs. J. Horniman, N. Tebbutt, J. W. Morris, and G. Beazley also spoke. The motion was carried by two votes.

The next meeting will be held on Monday, 12th November.

London Police Court Mission.

ANNUAL MEETING.

The annual meeting of the London Police Court Mission was held at the Mansion House on Wednesday, the chair being taken, in the absence of the Lord Mayor through illness, by Alderman Sir George Truscott.

The Secretary (the Rev. HARRY PEARSON) read the annual report, which stated that the chief event concerned with the work of the Mission last year was the appearance of the report on probation work issued by the Departmental Committee of the Home Office. From the point of view of the Mission its most important pronouncement was the definite rejection of the proposal that all probation officers should be appointed and paid by the State. The various Probation Acts formed a series of the most humane provisions upon the statute book. The use of probation had been beneficial to many thousands of offenders, and it was strange that so kindly a method of dealing with those who had gone wrong should be almost neglected in some of the courts, even within the London area. The present year marked the twenty-first anniversary of the opening of the Mission's Home for boys. During that period the home had taken from the London courts 4,580 lads and given them the opportunity to begin afresh. He also read letters from the Lord Chancellor, who had been announced to address the meeting, from Sir George Wallace (chairman of the London Sessions), and many of the Metropolitan Police Court magistrates, expressing their regret at not being able to be present and their sympathy with the Mission.

Mr. W. C. BRIDGEMAN (Secretary of State for the Home Department) said he knew on his own account that the Lord Chancellor was making very good progress. He was glad to pay his great tribute of thanks and praise on behalf of the Home Office to the Mission. Its work was done in very difficult regions, and the results proved that it was attended with unusual success. It was interesting to the Home Office for several reasons. A very remarkable thing was that, at a time like this, when there was so much unemployment and distress, the prisons for women should be so empty as they were. One would have expected the gaols would have been full to overflowing, and it was very satisfactory indeed. The question was to what this very desirable result could be attributed. He thought it would be perfectly legitimate to say that it was very largely to be attributed to the work of societies such as this, who tackled the crime evil very often before it had advanced so far as to be really dangerous. A most valuable part of the Society's operations was the work amongst those discharged from prison and also the looking after those sentenced under the Probation Acts. Whatever might be thought of the difficulty of dealing with the hardened and habitual criminal, all would agree that there was a great deal to be done in the direction of preventing people from becoming criminals, and also in giving the prisoner who had served his sentence a fair chance of making a fresh start on coming out of prison. It was easy for anyone to realise that the discharged prisoners, having no friends whose duty or business it was to furnish help, were in a very perilous position, and therefore an organisation such as the Mission, which made it its duty to find some suitable occupation for them, and whose missionaries would visit them from time to time and assist them to go right, was worthy of the support of the country. It was difficult work, and he should like to bear his testimony to the undrudging labours of those connected with it. He would be glad to see the number so engaged doubled and trebled throughout the country, and he was sure the results would be remarkably noticeable in the criminal statistics. The metropolitan magistrates were very sympathetic with the work, and Sir Robert Wallace had also made great use of the Probation Act, but it was no exaggeration to say that London, as it should be, was in advance of the rest of the country in this respect. It was a positive economy to the taxpayer to encourage the sort of work done by the Mission, as it prevented the manufacture of criminals and the consequent expense of keeping them in prison.

Mr. W. H. WILBERFORCE (Metropolitan Police Magistrate) said that the London magistrates felt that if it were not for the help given them by the Mission it would be impossible for the police courts to administer justice in the sense that was now attached to that word. It was in the endeavour to find a remedy for every social wrong that the magistrates found the help of the Mission absolutely indispensable. There were nearly fifty men and women missionaries in connection with the London police courts, and it was impossible to speak in too high terms of the assistance they gave to the magistrates. He personally would find it hard to say in what department of his work he should most, or least, feel the absence of the missionaries. As far as the public were concerned, they were best known in connection with probation, but they performed many other duties. A good deal of the success of probation depended upon the finding of employment for those who came under it, and here the missionaries were of the greatest service; as well as in connection with husband and wife cases, which gave the magistrates very great trouble. It was the increasing practice, in every case of a matrimonial dispute, to refer the parties to the missionary in the first instance, before allowing them to relate their grievances in open court, and this imposed a very serious responsibility. In many other matters the only person ready to the hand of the magistrate who could assist him was the court missionary. He had now been a stipendiary magistrate for over fifteen years and he could say truthfully that he had never met a missionary who abused his confidence in any respect whatever. He believed the Mission was doing a noble work.

The Bishop of Woolwich also addressed the meeting, and votes of thanks were proposed to the Chairman and others by the Bishop of Willesden, seconded by Sir EDWARD TROUP (Chairman of the Committee), who said he had for many years taken an interest in the Mission. When he was at the Home Office he saw something of its work from the inside, and he gathered a strong impression that nowhere in the country would it be possible to find a body of men and women better fitted than the missionaries for the work they undertook.

Warwickshire Law Society.

The annual meeting of the Warwickshire Law Society was held at the King's Head Hotel, Coventry, on Thursday, the 25th ult. Mr. C. J. Band, the retiring President, presided over the first portion of the meeting.

The annual report was presented by the Hon. Secretary, Mr. H. I. Mander, and showed that since the last annual meeting the Law Library which was then decided upon had become an accomplished fact, with Messrs. W. J. Skillington and W. G. Bancroft as librarians. References were made to the handsome gift of Law Reports from Mr. B. R. Masser, of Coventry, in memory of his father, the late Mr. S. R. Masser, who was the first President of the Society. It was with deep regret that the committee had to record not only the death of Mr. S. R. Masser, but also that of Mr. F. Thompson, of Rugby, both of whom had been held in great respect. The report also dealt with the question of the alteration in solicitors' remuneration, as raised by The Law Society during the year, and showed that our Society supported the views of the Liverpool Law Society in most respects, but that we were not favourable to fixed charges on *ad valorem* scale with regard to charges in probate matters, company matters, settlements, bills of sale and assignments of book debts. It also showed that our Society had opposed a recommendation of the Joint Committee to the effect that a solicitor acting for both vendor and purchaser should not charge full scale charges, and as the result of the opposition of our own and other societies the Associated Provincial Law Societies passed a resolution against such a clause being inserted.

Mr. C. J. Band, of Coventry, in moving the adoption of the report, referred to the establishment of The Law Library, and also to the

meetings which had been held, and particularly the meeting in London which he attended with regard to alterations in solicitors' remuneration. He emphasized the importance of there being no reduction where a solicitor acted for both vendor and purchaser, and stated that such an alteration would strike at the root of the principle on which solicitors charged in Warwickshire. In his opinion, it was very undesirable that there should be any inducement to a vendor or purchaser to instruct the same solicitor, and he showed how unfair this would work in connection with the breaking up of large estates and the developing of building estates. He also pointed out that the practice of solicitors charging less had rested on an opinion of The Law Society, but there had been no case decided on the matter on the lines indicated by The Law Society, but on the contrary an Irish case decided in 1915, had held that solicitors were entitled to the full scale fee as purchaser's solicitor under Sched. 1, notwithstanding that they also acted for the vendor. He also pointed out that one of the best books on costs stated that, as there was no similar rule in the case of vendor and purchaser to that as between mortgagor and mortgagee, it would seem that the full scale fees are chargeable where solicitors act for both vendor and purchaser, provided, of course, that the work had in substance been done.

The balance sheet was presented by the Hon. Treasurer, Mr. G. O. Seymour.

Mr. C. A. Kirby proposed the election of Mr. W. A. Coleman, of Leamington, as President for the forthcoming year, and referred to the great interest Mr. Coleman had taken in the Society, and this proposition was seconded by Mr. C. H. Fuller, of Rugby, and carried unanimously. Mr. Coleman then took the chair, and in acknowledging his election, emphasised the importance of the Society continuing to be fully representative of solicitors practising in the county, so that it could speak with united voice and authority, and referred to the important alterations in the Conveyancing Law to take effect when Lord Birkenhead's Act came into force.

On the proposition of Mr. W. T. Browett, seconded by Mr. H. E. Major, of Leamington, Mr. C. Martin was elected Vice-President.

Vacancies on the Committee were filled by the election of Messrs. W. T. Browett, R. Hollick and W. N. Lindley, all of Coventry, Mr. H. Lupton Reddish, of Rugby, Mr. Leslie E. Overell, of Leamington, and Mr. H. M. Blenkinsop, of Warwick.

Incorporated Accountants' Students' Society.

At a meeting held on Wednesday, 24th October, at Carpenter's Hall, Sir James Martin in the chair, Lord Askwith addressed the Incorporated Accountants' Students' Society of London on "Accountants and Strikes." Many senior accountants were also present. Lord Askwith first spoke of the education and qualifications of an accountant, remarking upon the value of a general education on which to base theoretical and practical study of accountancy, none of these qualities by itself being sufficient. He then showed the great speed with which the requirements for good accountancy had spread, largely owing to the lessons of the war. Costing had become an absolute necessity. It was the basis of the wage fluctuations and the amount available for wages in almost every industry. The coal industry was entirely based upon it. It was a vital matter in the pottery and building industries. Data were continuously being sought in almost all industries, and with the narrow margins of profit, the depression in trade, and the high cost of living, such data were increasingly necessary. Further, the employees more and more wanted to know reasons for charges, and without data such reasons could not be supplied. A new train of thought had rapidly developed. In the dock strike of 1889 no one scientifically calculated the effect of the dockers' "tanner." The same effect had not been gauged in dispute after dispute. Many strikes could have been avoided or mitigated by adequate accountancy. Now there was a great change. Employers were not so jealous of supposed disclosure. Trade Unions had themselves to examine their own costs of management. Unemployment Insurance and Sick Benefits demanded good accountancy. If insurance by industries against unemployment, that bugbear and ever-present fear of the majority of working men, came into practice, accountancy would be a court of appeal. Great fields indeed had opened and were opening, but accountants must be fit to work them: men of knowledge of figures and of men, and of scientific outlook. Very silly suggestions were often made through ignorance or narrow judgment. Accountancy was a great profession. It should endeavour to rise to the occasion, and in the hands of many of those present lay the hope of the future.

The Law and City Courts Committee of the London Corporation.

The members of the Law and City Courts Committee, says *The City Press*, met at luncheon at the Guildhall on Tuesday, 23rd October, under the presidency of their Chairman, Mr. F. A. Wood, the chief guest being the late Chairman, Mr. J. H. White, to whom a service of silver plate was presented. Mr. T. C. Tanner gave the Civic toast, and said that the Corporation's wonderful work, glorious traditions, generous gifts to charities, and admirable administration were known to all. Concluding, the speaker mentioned the Chairman, declaring that he had proved himself an admirable representative of the citizens.

Alderman Sir Alfred Bower replied, and referred to the amalgamation of the Mayor's and the City of London Courts, saying that it had proved a great success.

Mr. J. R. Pakeman proposed the toast of "Bench and Bar." The Judges, he declared, never gave a decision without the feeling that the judgment was the right one. The Bench of this country certainly stood high. Not long ago the Aldermen appointed Sir Ernest Wild as the Recorder. He not only acted efficiently as a judge, but discharged the ceremonial part of his work with dignity. The right choice was made. There were other judges, and the City was excellently served. As to the Bar, he had only one grievance. In consultation they generally said to plaintiffs that the case never should have been brought, and to defendants that the action was hopeless. Still, a solicitor would be in a very invidious position without the guidance of counsel.

The Recorder replied, and said that the judges might not always be clever, but they were earnest and impartial. Referring to a case in which he was interested as a young barrister, he said that a solicitor practising in Uruguay had occasion to sue for his costs in England, and in the account there was a large item which it was difficult to deal with—"interviewing the judges." Ultimately he was able to explain that he interviewed the Uruguayan judges not to "influence" them, but to prevent the other side from interviewing them. The successful working of the Bench and Bar, Sir Ernest described as being due to "mutuality." There was mutual co-operation and forbearance

There never were real rows between judges and counsel, notwithstanding the reports in the newspapers of scenes and breezes in court. They were small incidents magnified for "stunt" purposes by newspaper men. Referring to the connection between the City and the administration of justice, he said he had had occasion that very morning to say publicly that, if the whole of the police could take their example from the City Police, it would be a good thing. In the case in question the defendants might have been convicted had it not been for the fair way in which an inspector gave his evidence. In his view, the best court of first instance in the land was a City Alderman sitting alone with the assistance of an experienced clerk. Referring to the Old Bailey, he said that it did a great deal of work, four judges having tried 1,277 persons in a year. On the Mayor's and the City of London Court they had every reason to congratulate themselves. They had a committee who supported them in every way. It was the first inferior court in the county, and, with the new Assistant Judge and Registrar, their figures were 25 per cent. better than in any other inferior court in the county.

Mr. Leslie Stemp replied for the Bar, pointing out that the Mayor's and City of London Court was a fine nursery and training school for barristers.

The Chairman gave the health of the late Chairman, saying that Mr. White had filled the office for two consecutive years. The two courts had now been amalgamated, and thanks were due to Mr. Romain, who had done much to advocate and bring about the change. The popularity of the courts was never higher. They had a most excellent Assistant Judge, and the business of the courts was three and a half times what it was four years ago. In his endeavours, Mr. White was ably assisted by the late Judge Jackson, to whom a deep debt of gratitude was due. They were there to do honour to Mr. White, and with great pleasure they asked his acceptance of a service of silver plate subscribed for by his friends. No man had deserved better of the Committee, and they all trusted that he would be long spared to enjoy the gift. Mr. J. H. White, in reply, thanked his colleagues for their gift. It was, he thought, a matter of interest that, while the fusion of the two Courts was under discussion, no appeal against any decision of the Committee was made. The smooth working of the amalgamated courts was due, he declared, to the late Judge Jackson, to whose memory he personally would like to pay a tribute. The Judge's memory would be ever fragrant at Guildhall. In Mr. Harvey Hull they had a clerk who had rendered the greatest assistance during a difficult period. Incidentally, he expressed satisfaction at the fact that the Committee were more in touch than they had been for some years with the personnel of the Courts; adding that he himself had made a point of knowing every officer, as he was of opinion that the staff generally in any concern worked better if they knew that the employers took a real and keen interest in their endeavours.

Afterwards the health of the Chairman was heartily honoured on the proposition of Mr. Alderman Neal.

The Origin of Statutory Probation.

The following is taken from a paper on "Probation as an Orthodox Common Law Practice in Massachusetts prior to the Statutory System," by Mr. F. W. Grinnell, of the Boston Bar, in the *Massachusetts Law Quarterly* for August, 1917. It was reprinted for the National Probation Association (U.S.), and is referred to under "Current Topics":—

In 1878 the Massachusetts Legislature passed an Act (Chapter 198 of that year) "relating to placing on probation persons accused or convicted of crimes or misdemeanours in the County of Suffolk." This Act provided that the Mayor of Boston should annually appoint a probation officer as part of the police force, and is reputed to be the first Act by any legislative body using the word "probation" in the sense of placing persons convicted of crime in the care of an official before being sent to an institution. It is the pioneer Probation Act in the modern sense, although, as already pointed out, there was also the earlier statute recommended by the commissioners on the Revised Statutes of 1835, which did not provide a special officer to supervise the prisoner. The next statute was Chapter 129 of 1880, which extended the right to appoint probation officers to all the cities and towns in the State. Under this Act some cities provided themselves with such officers, but the number was not large. The next statute was Chapter 356 of 1891, which carried the service to all the lower courts and changed the appointment from a municipal appointment to a judicial appointment, so that the probation officer was in every way an officer of the Court. In 1898, by Chapter 511, the provisions of the Act of 1891 were extended from the lower court by giving the Superior Court the power to appoint officers, although not compelling them to do so.

The following note is attached:—

Attached to the Report of the County Commissioners of Plymouth County for the year 1899 is a report by Hon. Robert O. Harris, then District Attorney for Plymouth and Norfolk Counties, subsequently for some years associate justice of the Superior Court, and now chairman of the Probation Commission of Massachusetts. In this report (pp. 115-122) he explained the practice before the statute and the practical importance of the appointment of an official probation officer to assist the court and the District Attorney in this work which justified the expenditure for such officer's salary.

In a recent report to the American Institute of Criminal Law and Criminology, at the meeting of the American Bar Association at Saratoga Springs, on 3rd September, 1917, by Herbert Parsons, Esq., Probation Commissioner of Massachusetts, are the following passages:—

"It was reserved to the century into which we have advanced but a few years to make this word (probation) a common and distinct feature of the criminal law. Originally used in Massachusetts for its capital city alone, and extended by the Act of 1880 to the option of any municipality, and by the Act of 1891 turned from a municipal to a judicial control, the present century opened with but four States using it as to adult offenders. Meanwhile it had gained recognition as to juveniles by the pioneer Juvenile Court Act of Illinois in 1899, and by that of one other State, Minnesota. With only these six States recognizing the word and what it implied, the advance from 1900 during the immediately following years broadened to the continent. It is actually missing recognition of some sort in but a single State of our nation to-day.

"It is important to note that the hope of reformation in offenders, as expressed in the law, is of much more ancient origin. As to juveniles, it at least dates back to the first reformatory, which was an industrial school for boys, followed by the similar institution for girls, the reformatory for women, and then for men. But this earlier movement was based on the belief that reform was an institutional undertaking. Probation came as a protest against that notion, and as an assertion that the moment to undertake the restoration to right conduct by an upbuilding process is the precise instant when the offender comes within the cognizance and control of the court. It is that vital feature which signalized this development, and now demands a consideration of how far it had justified itself, and how much of light there is in the hope for its much more complete recognition in our country.

"In Massachusetts, which may be cited because of its longest experience, the number of cases placed on probation has grown from 13,967 in 1909 to 28,953 in 1916. Meanwhile the number of commitments to institutions has declined proportionately. Probation became universal in its courts in 1898, and in the period that has elapsed, while the population of the State has increased by nearly a million, no additions have been built to its penal institutions, either state or county, and practically half their cells are vacant to-day. The great causative factor in such a result is conceded to be the use of probation. Other evidence of its increasing use and beneficent effect is shown in the collection by probation officers in the form of restitution, suspended fines in lieu of imprisonment, and non-support payments. The total for these in 1909 was $49,067. In eight years it has grown to a total of $418,315, in 1916. The amount of the collections is nearly double the cost of the maintenance of the service. These figures argue a very substantial economy, measured by dollars, and only suggest that wiser and more valuable economy which may be described as human salvage.

"The other measure for the appraisal of this method is the comparative personal results of probation and imprisonment. In 1916, in Massachusetts, 61·7 per cent. of the prisoners sentenced to all prisons were found to be recidivists. Their number was 14,179, and they had served a total of 93,182 sentences, an average of over six and one-half former commitments each. In hopeful contrast to this failure of institutional correction are the results of probation, which are shown year by year to yield upwards of 70 per cent. of those placed on probation completing their term satisfactorily. In the longer view of the subsequent life of probations we have the testimony of James P. Ramsay, a Massachusetts Superior Court probation officer, who in his recently published book, 'One More Chance,' states that out of 3,000 persons under his personal charge within a period of fourteen years, 55 per cent. have shown by their subsequent life that they were permanently saved and have remained good citizens, while an additional 10 per cent. have earned a fair rating. Dr. Bernard Gluck, psychiatrist at Sing Sing, commenting upon these figures, says, 'One doubts very much whether there is a penal or reformatory institution in existence which could present a record such as this.'"

Annual Practising Certificates.

The Law Society's *Gazette* for October contained the following:—Practising certificates for the year 1922-23 expire on the 15th November and should be renewed within the period between that date and the 15th December.

All certificates on which the duty is paid after the 1st January next must be left with The Law Society for entry, and the names of solicitors taking out their certificates after that date cannot be included in the Law List for 1924.

Members are reminded that s. 8 of The Solicitors Act, 1922, increases the fee payable to the Society in respect of the issue of every solicitor's practising certificate from 5s. to £1, and provides that the increase shall be applied in such manner as The Law Society shall think fit towards the expenses of the Society's School of Law in London and making grants to approved law schools elsewhere.

Companies.

London Joint City and Midland Bank Limited.

PROPOSED CHANGE OF NAME.

The Directors of the London Joint City and Midland Bank Limited announce that they have decided to recommend to shareholders that the name of the Bank be changed to "Midland Bank Limited." A resolution to this effect will be submitted at an Extraordinary General Meeting of the Company to be convened shortly.

Law Students' Journal.

Law Students' Debating Society.

At a meeting of the Society, held at the Law Society's Hall, on Tuesday, the 30th day of October, 1923 (chairman, Mr. H. Shanly), the subject for debate was "That the case of *Phillips v. Britannia Hygienic Laundry Co.*, 1913, 1 K.B. 539; 39 T.L.R. 207; 39 T.L.R. 530, was wrongly decided." Mr. W. M. Pleadwell opened in the affirmative; Mr. R. A. Beck seconded in the affirmative. Mr. Peter Anderson opened in the negative; Mr. A. R. Clarke-Williams seconded in the negative. The following members also spoke: Messrs. V. R. Aronson, W. A. Betts, C. W. M. Turner, J. F. Chadwick, H. N. Letts, J. W. Morris, C. H. Walker, Hywell Williams. The opener having replied, and the chairman having summed up, the motion was lost by three votes. There were fourteen members and two visitors present.

Sheffield and District Law Students' Society.

The first meeting of the Session was held on the 23rd October, with Mr. Horace Wilson in the chair, the subject of the debate being:—

"The wife of X commits a tort while abroad. By the law of the country where the tort was committed a husband is not liable for his wife's torts. If X and his wife are served here with a writ claiming damages against both, can judgment be recovered against X, the tort being one entirely independent of contract?"

Mr. T. M. Wright supported by Mr. A. Priestly, opened on behalf of the affirmative, and Mr. A. E. Irons, with Mr. L. S. Hiller, on behalf of the negative. On the debate being thrown open, the following members also spoke:—Messrs. Casey, Clarke, Frank, Hodkin, Kershaw, Nicholson, Renwick and Schofield. After the Chairman had summed up, the matter was put to the vote and carried by seven votes to six.

The next meeting of the Society will be held on 6th November, in the Law Library, Bank Street, Sheffield, when a joint debate will be held with the Chartered Accountants Students' Society, the subject being the necessity of a Capital Levy.

"SWISS WINTER SPORTS.—Those of our readers who contemplate a visit to Switzerland for the Christmas vacation, or otherwise, cannot do better than seek the assistance of Messrs. Pickfords, Ltd., 206, High Holborn, W.C.1, who not only can reserve Hotel accommodation, but make all the necessary Travel Arrangements, thereby saving the tourist considerable trouble."

Legal News.

Information Required.

SAMUEL JAMES CLEGG, deceased, late of 168 New Cross Road, S.E., and 81, Breakspears Road, S.E.4, Jeweller.

TO SOLICITORS, BANKERS AND OTHERS.

Will any person who may have been consulted by the above-named deceased with reference to a Will, or having custody or knowledge of the last Will and Testament or of any draft of a Will of the above-named Samuel James Clegg, who died on the 18th October, 1923, please communicate with Messrs. Cohen, Dunn, Page and Moore, of Audrey House, Ely Place, E.C.1, Solicitors.

Appointments.

Mr. ARTHUR JACOB ASHTON, K.C., has been appointed to be a Commissioner of Assize to go the North and South Wales Circuits.

The Lord Chancellor has appointed Mr. EDMUND CAVE, a Solicitor of the Supreme Court, of more than ten years' standing, and formerly Deputy Taxing Master of the Supreme Court, to be a Master of the Supreme Court (Taxing Office) in the place of Master Jobson, who has resigned his office owing to ill-health.

Business Change.

As from 1st November, 1923, the businesses of Messrs. KESTEVEN GOODING & Co. and Messrs. EGGAR & Co., of Royal Insurance Buildings, Dalhousie Square, Calcutta, into which the firm of Sanderson & Co. was divided in 1919, will be amalgamated and will be carried on under the former name of SANDERSON & Co. Mr. F. H. Eggar is retiring from India, and is joining Messrs. Sandersons & Orr Dignams, of London. The partners in the new firm of Messrs. Sanderson & Co. will be Messrs. G. C. Gooding, G. C. R. Taylor, S. S. Hodson, E. C. Esson, and H. C. Morgan.

Dissolutions.

ARTHUR EDWARD ABRAHAMS, HARRY GERALD ABRAHAMS, and PHINEAS SAMUEL SOLOMON, Solicitors, 6, Austin Friars, London, E.C.2, and 127, Boulevard Haussmann, Paris (Michael Abrahams, Sons & Co.), the 26th day of October, 1923. Harry Gerald Abrahams will continue to carry on the business of the said firm under the same name of Michael Abrahams, Sons and Co., at the above-mentioned addresses. The said Phineas Samuel Solomon will, as from the date hereof, carry on business on his own account at 110, Cannon-street, London, E.C.4, in partnership with Clifford W. Archer and F. H. C. Holloway, under the style or firm of "P. S. Solomon, Archer & Co."
[*Gazette*, 26th Oct.

JOHN GODFREY HICKSON and MACRAE MOIR, Solicitors, 52, New Broad-street, in the City of London (Hickson, Moir and Jeakes), 30th day of June, 1923, as regards the said John Godfrey Hickson, who retires from the said firm. The said Macrae Moir with Kenneth Macrae Moir will continue to practise at the same address under the style or firm of "Hickson & Moir."
[*Gazette*, 30th Oct.

General.

Mr. Justice Tomlin announced on 24th ult. that to afford facilities for the hearing of motions, he proposed to take them twice a week, beginning next week. The most convenient days, he thought, would probably be Tuesdays and Fridays.

Mr. William Thomas Boydell, of 57, Market-street, Watford, Herts, who claimed to be the oldest practising solicitor, died on 30th September, aged ninety-one, leaving property of the gross value of £7,131, with net personalty £5,458.

The King has been pleased by Letters Patent under the Great Seal, dated the 12th October, 1923, to grant unto Bertram John Seymour Lord Coleridge, formerly one of the Justices of His Majesty's High Court of Justice, an annuity of £3,500, commencing from the 12th day of October, 1923, inclusive.

From *The Times* of 21st October, 1823:—A curious instance of the shifts to which prosecutors are driven in order to avoid the infliction of the highest penalty of the law for offences not deserving such a sanguinary punishment, occurred lately at the quarter sessions. Two women had stolen privately from the person of a sailor, a guinea and a sovereign. The property in the indictment was laid to be worth *ten pence!*

Great hopes are centred on the trade flag day organized in the printing and newspaper industry on behalf of the War Orphan Fund of the Printers' Pension Corporation, on which there is a deficit of £14,000. Flags are to be sold in every printing and newspaper establishment in the United Kingdom next pay day. There are nine hundred war orphans being assisted by the fund. The flags are not priced and the workers will give what they please for them. The result will be announced at the Annual Festival of the Printers' Pensions Corporation to be held on 3th November.

The ancient ceremony of rendering quit-rent service to the Crown by the Corporation of the City of London was presided over by Sir Thomas Chitty, the King's Remembrancer, on 23rd October, in one of the spare courts of the Royal Courts of Justice. In the absence of Sir Homewood Crawford, the City Solicitor, the duty was undertaken by Mr. Secondary Hayes. It consisted of the counting of six horse-shoes and sixty-one nails and the chopping of diminutive faggots. The shoes and nails and the chopper and bill-hook were afterwards presented to the King's representative, only to be returned to the donors to be used in the future as they had been used in the past. Sir Thomas Chitty introduced the practical business with a brief history of the ceremony and its origin, in the course of which he expressed regret at the absence of Sir Homewood Crawford, by whom for thirty years the service had been rendered.

Awards have been made by the Irish Deportees (Compensation) Tribunal to various persons deported to Ireland last March whose claims were heard last week by a Tribunal consisting of Lord Justice Atkin, Sir Hugh Fraser, K.C., and Sir Francis Taylor, K.C. The awards announced, with the amount of the claim made in each case, are as follows:—Miss Kathleen Mary Brooks, schoolmistress (claimed £2,000), £562; Mrs. Mary Egan, of Kingsbury-road, Islington, housekeeper (claimed £1,500), £490; Miss Maria Rosina Killen, school teacher (claimed £2,000) £522; Mr. Thomas Francis O'Sullivan, a Parliamentary journalist, and formerly London editor of the *Freeman's Journal* (claimed £5,000), £905; Mr. William McMahon, wholesale provision merchant, of Manchester (claimed £5,800), £836; and Mr. John Harvey, Richmond-road, Islington (claimed £4,000), £626. In each case the claim was for arrest and deportation.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 15th November.

	Middle Price. 31st Oct.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½%	58⅛	4 5 0
War Loan 5% 1929-47	100⅛xd.	4 19 0
War Loan 4½% 1925-45	98xd.	4 12 0
War Loan 4% (Tax free) 1929-42 ..	101⅜	3 19 0
War Loan 3½% 1st March 1928	96	3 12 6
Funding 4% Loan 1960-90	90⅛	4 8 6
Victory 4% Bonds (available at par for Estate Duty)	92¼	4 7 0
Conversion 3½% Loan 1961 or after ..	78¾	4 9 6
Local Loans 3% 1912 or after	67⅜	4 9 0
India 5½% 15th January 1932	102⅛	5 7 0
India 4½% 1950-55	89¼	5 1 0
India 3½%	68¼	5 1 6
India 3%	58¾	5 2 "
Colonial Securities.		
British E. Africa 6% 1946-56	113	5 6 0
Jamaica 4½% 1941-71	97½	4 12 0
New South Wales 5% 1932-42	100½	4 19 6
New South Wales 4½% 1935-45	93½	4 17 0
Queensland 4½% 1920-25	98⅛	4 11 6
S. Australia 3½% 1926-36	85	4 2 0
Victoria 5% 1932-42	101	4 19 0
New Zealand 4% 1929	95½xd.	4 4 0
Canada 3% 1938	81	3 14 6
Cape of Good Hope 3½% 1929-49	81	4 6 6
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	56	4 9 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	67½	4 10 0
Birmingham 3% on or after 1947 at option of Corpn.	67½	4 9 0
Bristol 3½% 1925-65	79½	4 8 0
Cardiff 3½% 1935	88	4 0 0
Glasgow 2½% 1925-40	73xd.	3 9 0
Liverpool 3½% on or after 1942 at option of Corpn.	79	4 9 0
Manchester 3% on or after 1941	66½	4 10 0
Newcastle 3½% irredeemable	76	4 12 0
Nottingham 3% irredeemable	67	4 10 0
Plymouth 3% 1920-60	69	4 7 0
Middlesex C.C. 3½% 1927-47	81	4 6 6
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	87	4 12 0
Gt. Western Rly. 5% Rent Charge ..	106	4 14 0
Gt. Western Rly. 5% Preference	103½	4 16 6
L. North Eastern Rly. 4% Debenture ..	85½	4 13 6
L. North Eastern Rly. 4% Guaranteed ..	84	4 15 0
L. North Eastern Rly. 4% 1st Preference	81⅞	4 18 0
L. Mid. & Scot. Rly. 4% Debenture ..	86½	4 12 6
L. Mid. & Scot. Rly. 4% Guaranteed ..	84½	4 15 0
L. Mid. & Scot. Rly. 4% Preference ..	82	4 17 6
Southern Railway 4% Debenture ..	85½	4 13 6
Southern Railway 5% Guaranteed ..	103	4 17 0
Southern Railway 5% Preference ..	101½	4 18 6

We have received a letter from Capt. Willcox, the Organising Secretary of Earl Haig's Fund, asking us to sound an urgent warning to our readers that the only official poppies are those issued by his Fund, which will be sold on 10th November by lady sellers who will wear a Poppy badge and carry a collecting-box labelled "Earl Haig's Fund." The reason for this request is that they hear from several unofficial but reliable sources that large quantities of Poppies have been prepared for sale on Armistice Day for commercial gain only, and will not in any way benefit distressed ex-service men and their dependents.

From *The Times* of 27th October, 1823 :—A Court-martial was held yesterday, on board the *Queen Charlotte* (Vice-Admiral Sir Laurence Halsted, K.C.B., President), to try Mr. Francis St. George Farquharson, midshipman, of His Majesty's ship *Camelion*, for leaving the ship without leave, at Guernsey ; which charge being proved, he was sentenced to be dismissed from the service, and imprisoned three months in the *Marshalsea*. The Court afterwards tried Thomas Williams (a marine), belonging to the *Alacrity*, for desertion whilst he was placed for duty as a sentinel. He was sentenced to receive 250 lashes, to be then sent on shore to the marine barracks, and thence drummed out of the service and the garrison.—*Hampshire Telegraph.*

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice EVE.	Mr. Justice ROMER.
Monday Nov. 5	Mr. Synge	Mr. Jolly	Mr. Synge	Mr. Ritchie
Tuesday 6	Ritchie	More	Ritchie	Synge
Wednesday .. 7	Bloxam	Synge	Synge	Ritchie
Thursday..... 8	Hicks Beach	Ritchie	Ritchie	Synge
Friday 9	Jolly	Bloxam	Synge	Ritchie
Saturday 10	More	Hicks Beach	Ritchie	Synge

Date.	Mr. Justice TOMLIN.	Mr. Justice RUSSELL.	Mr. Justice ASTBURY.	Mr. Justice P. O. LAWRENCE.
Monday Nov. 5	Mr. Hicks Beach	Mr. Bloxam	Mr. More	Mr. Jolly
Tuesday 6	Bloxam	Hicks Beach	Jolly	More
Wednesday .. 7	Hicks Beach	Bloxam	More	Jolly
Thursday..... 8	Bloxam	Hicks Beach	Jolly	More
Friday 9	Hicks Beach	Bloxam	More	Jolly
Saturday 10	Bloxam	Hicks Beach	Jolly	More

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, October 26.

THE CROYDON LAND & INVESTMENT CO. LTD. Nov. 30. John O. Pelton, Josiah Clarke, Chas. Hussey, 50, North End, Croydon.

SHILVOCK, SON & CO. LTD. Nov. 24. D. A. Spire, 493, New Cross-rd., S.E.14.

ATTON & WALTON LTD. Nov. 30. Alfred R. Webb, 90, Deansgate, Manchester.

London Gazette.—TUESDAY, October 30.

ATLAS SUPPLY STORES LTD. Oct. 30. Robert P. Winter, 16, Market-st., Newcastle-upon-Tyne.

THE SOMERSET, DORSET AND DEVON CREAMERIES LTD. Dec. 15. Charles S. Steel, 34 & 36, Gresham-st., E.C.2.

LAMBETH GLASS WORKS LTD. Nov. 8. C. Abbot Low, Broad-st. House, E.C.2.

J. R. OWEN (STOCKPORT) LTD. Dec. 4. James R. Hesketh, 22, Brazennose-st., Manchester.

THE TYNE COAL HULK CO. LTD. Dec. 12. Thomas E. Rowell, 1, Northumberland-place, North Shields.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, October 26.

W. Crookell & Co. Ltd.
Caporn & Co. Ltd.
Jasco Loose Leaf Ltd.
P. & J. Peter (1922) Ltd.
Gregory, Hill & Co. Ltd.
Rhos County Garages Ltd.
The Gairloch Trust Ltd.
The Norton Cutlery Society Ltd.
Tyo Tyres Ltd.
Lamag Rubber Estates (1913) Ltd.
James German Ltd.
The Tres Puentes Co. Ltd.
W. Favell Ltd.
The Arundel Manufacturing Co. Ltd.
The Croydon Land & Investment Co. Ltd.
Transport Services Ltd.
Bonsham Picture House Ltd.
Seven Spas Soap Proprietary Co. Ltd.
Lewis & Frost Ltd.
The Lowestoft Fish Products Co. Ltd.
The Bower Mill Co. Ltd.
"Intercontinentale" Maritime Co. Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, October 19.

ARMSTRONG, JOHN W., Colchester, Fruit and Potato Merchant. Colchester. Pet. Oct. 16. Ord. Oct. 16.

BACON, ALBERT G., Waterloo, near Liverpool, Boot Lace Manufacturer. Liverpool. Pet. Aug. 31. Ord. Oct. 17.

BIRD, JOHN W., Barnsley, Motor Charabanc Proprietor, Barnsley. Pet. Oct. 16. Ord. Oct. 16.

BLACKALL, SYDNEY C., Stroud Green, Civil Servant. High Court. Pet. Oct. 16. Ord. Oct. 16.

BLAKE, ARTHUR E., Stroud Green. High Court. Pet. Sept. 13. Ord. Oct. 12.

BLOY, WALTER, Great Grimsby, Coal Dealer. Great Grimsby. Pet. Oct. 15. Ord. Oct. 15.

BRIDGES, CHARLES H., Kingston-upon-Hull, Retail Wall-paper Merchant. Kingston-upon-Hull. Pet. Oct. 15. Ord. Oct. 15.

BRIERLEY, ROBERT J., Manchester. Salford. Pet. Sept. 12. Ord. Oct. 15.

BURTON, JOHN J., Mansfield, Notts, Greengrocer. Nottingham. Pet. Oct. 17. Ord. Oct. 17.

CABHAM, ALFRED W., Nottingham, Ironmonger's Manager. Nottingham. Pet. Oct. 16. Ord. Oct. 16.

CARTER, JOHN A., MELLOWS, THOMAS, and HEMSLEY, HAROLD L., Nottingham, Silk Yarn Merchants. Nottingham. Pet. Oct. 16. Ord. Oct. 16.

CHAPMAN, ALFRED, Tamerton, Foliot, near Plymouth. Plymouth. Pet. July 26. Ord. Oct. 15.

CLARO, ERNESTO, Bath-st. City-rd., Wine Merchant. High Court. Pet. Sept. 21. Ord. Oct. 16.

COOK, DAVID, Westminster. High Court. Pet. Aug. 8. Ord. Oct. 15.

COOKE, HARRY, Hornsey, Remissier. High Court. Pet. Aug. 17. Ord. Oct. 15.

COOPER, ALBERT E., Grimehills, Darwen, Poultry Farmer. Blackburn. Pet. Oct. 16. Ord. Oct. 16.

COOPER, SYDNEY A., and FREE, THOMAS, Nottingham, Sheet Metal Workers. Nottingham. Pet. Oct. 15. Ord. Oct. 15.

COOPER, JAMES, Ebbw Vale, Mon., Builder. Tredegar. Pet. Oct. 15. Ord. Oct. 15.

CRINE, OSWALD, and DUNBAR, L. H., Victoria-st., Contractors. High Court. Pet. June 12. Ord. Oct. 16.

DALLORZO, WILLIAM H., Thrupp, near Stroud, Clerk. Gloucester. Pet. Oct. 5. Ord. Oct. 15.

DAVIES, ISAIAH, Padiham, Lancs., Joiner and Builder. Burnley. Pet. Oct. 17. Ord. Oct. 17.

FOSTER, LANCELOT, York, Confectioner. York. Pet. Oct. 16. Ord. Oct. 16.

FREEMAN, JACK, Brushfield-st., E.1. High Court. Pet. Aug. 17. Ord. Oct. 15.

GREEN, CHARLES H., New Bradwell, Bucks., General Dealer. Northampton. Pet. Oct. 15. Ord. Oct. 15.

HAIGH, HAROLD, Bradford, Hardware Merchant. Bradford. Pet. Oct. 15. Ord. Oct. 15.

HANN, ALBERT E., Chatham. Rochester. Pet. Oct. 15. Ord. Oct. 15.

HART, ERNEST R., Whittlesea, Cambridge, Farmer. Peterborough. Pet. Oct. 15. Ord. Oct. 15.

HAWKINS, WILLIAM H., Twickenham, Warehouse Manager. Brentford. Pet. Oct. 13. Ord. Oct. 13.

HILL, FRANK A., Braunstone, nr. Oakham, late Farmer. Leicester. Pet. Oct. 2. Ord. Oct. 15.

HUWEN, WALTER, Banner-st., E.C.1, Umbrella Manufacturer. High Court. Pet. Oct. 15. Ord. Oct. 15.

INGLEDEW, GEORGE H., Newsham, Durham, Farmer. Stockton-on-Tees. Pet. Oct. 16. Ord. Oct. 16.

JAMES, RICHARD, Porth, Glam., Slaughterman. Pontypridd. Pet. Oct. 16. Ord. Oct. 16.

JOHNS, WILLIAM H., Llansamlet, Glam., Calcinerman. Swansea. Pet. Oct. 17. Ord. Oct. 17.

JONES, EDMUND J., Dowlais, Merthyr Tydfil, Innkeeper. Merthyr Tydfil. Pet. Oct. 3. Ord. Oct. 16.

LARDER, DUNHAM, S., Great Grimsby, Grocer. Great Grimsby. Pet. Oct. 15. Ord. Oct. 15.

LAWTON, HORACE G., Kingston-upon-Hull, Coal Merchant. Kingston-upon-Hull. Pet. July 11. Ord. Oct. 16.

LEWIS, A. F., Pimlico, Publican. High Court. Pet. Sept. 22. Ord. Oct. 17.

LORD, CHARLES, Abergele, Cattle Dealer. Bangor. Pet. Sept. 3. Ord. Oct. 16.

MALIN, ALBERT, St. James'-st. Nottingham. Pet. Oct. 17. Ord. Oct. 17.

MCLACHLAN, MARY E., Queen-st., Mayfair. High Court. Pet. Feb. 28. Ord. Oct. 17.

MILLS, G. LEONARD, Whitefield, Lancs., Engineer. Bolton. Pet. Sept. 28. Ord. Oct. 17.

MORGAN, IDRIS C., Ebbw Vale, Mon., Builder. Tredegar. Pet. Oct. 15. Ord. Oct. 15.

NEEDHAM, JAMES F., Brinsworth, nr. Rotherham, Farmer. Sheffield. Pet. Oct. 16. Ord. Oct. 16.

ODY, JOHN CHARLES, and ODY, ANNIE MARIA, Wootton Bassett, Wilts, General Drapers. Swindon. Pet. Oct. 16. Ord. Oct. 16.

POOLE, DAVID, Walsall, Painter. Walsall. Pet. Oct. 17. Ord. Oct. 17.

PORTER, JOHN, Lancaster, Motor Engineer. Preston. Pet. Oct. 16. Ord. Oct. 16.

RAKISON, HARRY, City-rd., Mantle Manufacturer. High Court. Pet. Aug. 30. Ord. Oct. 11.

RANALDI, CHRISTOPHER, Coundon, Durham, Ice Cream Vendor. Durham. Pet. Oct. 15. Ord. Oct. 15.

REDMAN, GEORGE J., Gosport, Coal Dealer. Portsmouth. Pet. Oct. 15. Ord. Oct. 15.

ROWLANDS, CHARLES, Ebbw Vale, Mon., Coal Miner. Tredegar. Pet. Oct. 17. Ord. Oct. 17.

SCOTT, JOHN, Sloane-st., Chiropodist. High Court. Pet. Oct. 16. Ord. Oct. 16.

SHEFFIELD, G., Southwick, Sussex, Cinema Proprietor. Brighton. Pet. Sept. 22. Ord. Oct. 16.

STACEY, FREDERICK, Reading, Builder. Reading. Pet. Oct. 5. Ord. Oct. 15.

SMETHURST, ALAN J., West Bromwich. West Bromwich. Pet. Sept. 18. Ord. Oct. 15.

SLOAN, JOHN A., Liverpool, Merchant. Liverpool. Pet. Sept. 26. Ord. Oct. 17.

TIMMINS, FREDERICK, Darlaston, Staffs., Saddler and Harness Maker. Walsall. Pet. Oct. 15. Ord. Oct. 15.

TURNER, JOHN R., Manchester, Market Draper. Salford. Pet. Oct. 15. Ord. Oct. 15.

WATKINS, H. H., Swansea, Solicitor. Swansea. Pet. Aug. 3. Ord. Oct. 17.

WATKINSON, THOMAS, Liversedge, Yorks, Publican. Dewsbury. Pet. Oct. 16. Ord. Oct. 16.

WHEATLEY, HENRY, Heanor, Derby, Confectioner. Derby. Pet. Oct. 16. Ord. Oct. 16.

WILLIAMS, JOSEPH, Frome. Frome. Pet. Oct. 16. Ord. Oct. 16.

Amended Notice substituted for that published in the *London Gazette* of 16th October, 1923.

JONES, SAMUEL, Llanelly, Carmarthen. Pet. Sept. 17. Ord. Oct. 10.

London Gazette.—TUESDAY, October 23.

ASHWORTH, CHARLES E., Glasshoughton, near Castleford, Boot Repairer. Wakefield. Pet. Oct. 18. Ord. Oct. 18.

BADEN, HARIS, Leeds, Upholsterer. Leeds. Pet. Oct. 18. Ord. Oct. 18.

BECK, ALBERT G., Newcastle-upon-Tyne, Fruiterer. Newcastle-upon-Tyne. Pet. Oct. 20. Ord. Oct. 20.

BELSTEN, SYDNEY E. J., Bristol, Proprietor Coffee Tavern. Bristol. Pet. Oct. 20. Ord. Oct. 20.

BRACKLEY, WALTER H., Brentwood, Merchant. Chelmsford. Pet. Sept. 24. Ord. Oct. 17.

BRADFORD, RAYMOND, Sydenham, S.E., Van and Motor Body Builder. Greenwich. Pet. Oct. 19. Ord. Oct. 19.

CHANTLER, CHARLES E., Manchester, Nurseryman. Manchester. Pet. Oct. 18. Ord. Oct. 18.

CLEASBY, EDGAR, Manchester, Accountant's Manager. Manchester. Pet. Aug. 14. Ord. Oct. 18.

CONGREVE, JACOB W., Lutterworth, Coachbuilder. Coventry. Pet. Oct. 18. Ord. Oct. 18.

COOK, SAM, Horringer, Suffolk, Builder. Bury St. Edmunds. Pet. Oct. 9. Ord. Oct. 20.

CUMMINGS, STANLEY, Wimbledon, Coal Merchant. Kingston. Pet. Sept. 20. Ord. Oct. 18.

CUSDEN, GEORGE A., Tooting, Electro Plater. Wandsworth. Pet. Oct. 19. Ord. Oct. 19.

DIXON, HAROLD, Great Grimsby, and BAILEY, CHARLES F., Coal Merchants. Great Grimsby. Pet. Oct. 19. Ord. Oct. 19.

FELLOWS, OLIVER H., Queen-Victoria-street, Company Director. High Court. Pet. July 5. Ord. Oct. 18.

FOTHERINGHAM, WILLIAM L., Doncaster, Golf Professional. Sheffield. Pet. Oct. 17. Ord. Oct. 17.

GAMBLIN, HARRY, North Petherton, Somerset, Farmer. Bridgwater. Pet. Oct. 18. Ord. Oct. 18.

GARRETT, HAROLD C., Leamington, Haulage Contractor. Warwick. Pet. Oct. 19. Ord. Oct. 19.

GEAGEN, WALTER W., Lincoln, Licensed Victualler. Lincoln. Pet. Oct. 17. Ord. Oct. 17.

GILBERT, TOBY H., Edgware-road. High Court. Pet. Sept. 22. Ord. Oct. 17.

GISBY, DAVID, Galleywood, near Chelmsford, Plumber. Chelmsford. Pet. Oct. 19. Ord. Oct. 19.

GREGORY, CLAUDE L., Welton Daventry, Northampton, Small-holder. Northampton. Pet. Oct. 18. Ord. Oct. 18.

HARNELL, GEORGE V., Heavitree, Exeter, Manufacturers' Agent. Exeter. Pet. Oct. 19. Ord. Oct. 19.

HEALEY, GEORGE I., Stockport, Plumber, Stockport. Pet. Oct. 18. Ord. Oct. 18.

KAY, CLIFFORD, Sheffield, Cabinet Maker. Sheffield. Pet. Oct. 19. Ord. Oct. 19.

LAZARUS, LOUIS, Tottenham, Tailor. Edmonton. Pet. Oct. 17. Ord. Oct. 17.

LEIGH, CHARLES W., Bootle, Lancs., Draper. Liverpool. Pet. Oct. 19. Ord. Oct. 19.

LINES, WILLIAM L., Morpeth, Boot Dealer. Newcastle-upon-Tyne. Pet. Oct. 15. Ord. Oct. 15.

MARKS, HERBERT H., Taunton, Farmer. Taunton. Pet. Oct. 18. Ord. Oct. 18.

MOORE, JACOB, Manchester, Wholesale Costume Manufacturer. Manchester. Pet. Oct. 5. Ord. Oct. 19.

NICHOLSON, GEORGE A., Barnsley, Tailor. Barnsley. Pet. Oct. 18. Ord. Oct. 18.

ORR, W. P., Wellington-road, St. John's Wood. High Court. Pet. Aug. 23. Ord. Oct. 17.

PATERSON, WILLIAM H., Ryder-street, St. James. High Court. Pet. Sept. 19. Ord. Oct. 18.

PERKS, JOHN W., Halesowen, Bag Manufacturer. Stourbridge. Pet. Oct. 9. Ord. Oct. 9.

PHILLIPS, FRANK, Kennington, Brass Founder. High Court. Pet. Oct. 19. Ord. Oct. 19.

PHILLIPS, CROMWELL, Port Talbot, Fancy Draper. Neath. Pet. Oct. 18. Ord. Oct. 18.

POULTER, FREDERICK, Bow. High Court. Pet. Sept. 17. Ord. Oct. 18.

ROBERTS, GRIFFITH, Penygroes, Coal Merchant. Bangor. Pet. Oct. 19. Ord. Oct. 19.

ROGERS, CHARLES A., Shrewsbury. Shrewsbury. Pet. Oct. 5. Ord. Oct. 17.

ROWLEY, THOMAS W., and ROWLEY, JOSEPH, Quarry Bank, Staffs, Galvanized Hollowware Manufacturers, Stourbridge. Pet. Oct. 6. Ord. Oct. 6.

STAHLECKER, H. R., Christopher-street, Finsbury-square, Watch Importer. High Court. Pet. Aug. 3. Ord. Oct. 18.

TATNELL, ERNEST F., Deal, Hotel Proprietor. Canterbury. Pet. Oct. 18. Ord. Oct. 18.

THOMAS, MARGERY, Lower Grosvenor-place. High Court. Pet. Aug. 17. Ord. Oct. 18.

THORPE, ALBERT, Sheffield, Stove Grate Dealer. Sheffield. Pet. Oct. 18. Ord. Oct. 18.

TIBBITTS, SIDNEY, Birmingham, Butcher. Birmingham. Pet. Sept. 25. Ord. Oct. 18.

UNDERWOOD, THOMAS, Carlisle, Mineral Water Manufacturer. Carlisle. Pet. Oct. 18. Ord. Oct. 18.

WARREN, CHARLES E., Peasenhall, Suffolk, Farm Labourer. Ipswich. Pet. Oct. 17. Ord. Oct. 17.

WHITAKER, HAROLD, Burnley, Consulting Engineer. Burnley. Pet. Oct. 19. Ord. Oct. 19.

WILLMETTS, JOHN B., Diwlish, Butcher. Exeter. Pet. Oct. 19. Ord. Oct. 19.

WOOD, ERNEST, Bolton, Draper. Bolton. Pet. Oct. 18. Ord. Oct. 18.

London Gazette.—FRIDAY, October 26.

AMOS, CYRIL S., Llandudno, Saddler. Bangor. Pet. Oct. 22. Ord. Oct. 22.

ASCOTT, LILIAN, Mitcham. Croydon. Pet. Aug. 7. Ord. Oct. 23.

BAGHURST, GEORGE W., New Clesthorpes, Engineer. Great Grimsby. Pet. Oct. 23. Ord. Oct. 23.

BALDWIN, NORMAN, and TOPLESS, JOHN H., Halifax, Painters and Decorators. Halifax. Pet. Oct. 23. Ord. Oct. 23.

BALL, JOHN E., Hanley, Property Repairer. Hanley. Pet. Oct. 23. Ord. Oct. 23.

BANKART, GEORGE P., Verulam-bldgs., Architect. High Court. Pet. Sept. 10. Ord. Oct. 23.

BARKER, HAROLD K., Lyall-st., Belgrave-sq. High Court. Pet. Aug. 30. Ord. Oct. 23.

BARRON, JOHN O., Nevern-sq., Bayswater. Portsmouth. Pet. Sept. 27. Ord. Oct. 19.

BEAVAN, GEORGE S., Hereford, Auctioneer. Hereford. Pet. Oct. 22. Ord. Oct. 22.

BEDFORD, JOSEPH, Bolton, Tailor. Bolton. Pet. Oct. 23. Ord. Oct. 23.

BERNSTEIN, AARON, Stepney, Woollen Merchant. High Court. Pet. Oct. 13. Ord. Oct. 23.

BLACKMORE, FRANK R., New Bridge-st., Accountant. High Court. Pet. July 27. Ord. Oct. 23.

BRINSLEY, RICHARD A., East Dulwich. High Court. Pet. Oct. 17. Ord. Oct. 24.

CALLADINE, SEFTON G., Whitehall-place. High Court. Pet. Feb. 5. Ord. Oct. 23.

CARE, BERTRAM P., Highbury, Advertising Agent. High Court. Pet. Aug. 15. Ord. Oct. 23.

CARTER, CHARLES W. W., Lowestoft. Great Yarmouth. Pet. July 30. Ord. Oct. 23.

CHANCE, STEPHEN, Portsmouth, Fish Frier. Portsmouth. Pet. Sept. 25. Ord. Oct. 16.

CHAPMAN-HUSTON, DESMOND, Surbiton. High Court. Pet. Sept. 3. Ord. Oct. 23.

COKER, LAWRENCE B., Diptford, Devon, Farmer. Plymouth. Pet. Oct. 22. Ord. Oct. 22.

CORDWELL, WILLIAM J., and HARPER, JOSEPH, Shaftesbury-avenue, Clothiers. High Court. Pet. July 18. Ord. Oct. 22.

COUSINS, GEORGE, Llanelly, Labourer. Carmarthen. Pet. Oct. 24. Ord. Oct. 24.

CRASKE, ARTHUR, Carlishead, Lancs, Motor Engineer. Salford. Pet. Oct. 23. Ord. Oct. 23.

DADY, HERBERT, Middlesbrough, Jeweller. Middlesbrough. Pet. Oct. 22. Ord. Oct. 22.

DOWNER, WILLIAM H. J., Titchfield, Hants, Market Gardener. Portsmouth. Pet. Oct. 22. Ord. Oct. 22.

EDWARDS, COLSTON, Tooting, Auctioneer. Wandsworth. Pet. Oct. 22. Ord. Oct. 22.

ELY, G. A., Epsom. Croydon. Pet. Sept. 27. Ord. Oct. 23.

FORD, FREDERICK, Calthorpe-st., Gray's Inn-rd., Motor Engineer. High Court. Pet. Sept. 11. Ord. Oct. 23.

FRANKHAM, JOHN, Gosport, Hants, Builder. Portsmouth. Pet. Oct. 23. Ord. Oct. 23.

FRASER, JOHN, York-st., Portman-sq. High Court. Pet. June 11. Ord. Oct. 23.

FRASER, NORMAN, Huddersfield, Motor Engineer. Huddersfield. Pet. Oct 23. Ord. Oct. 23.

FRENCH, ALFRED R., Groombridge, Kent, Motor Engineer. Tunbridge Wells. Pet. Oct. 23. Ord. Oct. 23.

GALLON, WILLIAM, Dowgate-hill, Master Mariner. High Court. Pet. May 2. Ord. Oct. 22.

GREENING, WILLIAM I., Chepstow, Watchmaker. Newport (Mon.). Pet. Oct. 23. Ord. Oct. 23.

GREITE, MORITZ W., Basinghall-st. High Court. Pet. April 4. Ord. Oct. 20.

HARDING, RICHARD W., Badminton, Glos., Farmer. Bristol. Pet. Oct. 23. Ord. Oct. 23.

HENDERSON, CHARLES N., Westbourne Terrace-rd. High Court. Pet. Sept. 20. Ord. Oct. 24.

HOLTBY, WILLIAM, Thornton-le-Dale, Yorks, Grocer. Scarborough. Pet. Oct. 22. Ord. Oct. 22.

HOWELLS, HENRY F., Kidwelly, Carmarthen, Farmer. Carmarthen. Pet. Oct. 11. Ord. Oct. 23.

JACKSON, DAVID, JACKSON, EDMUND G., and JACKSON, EDGAR J., Liverpool, Shipping Agents. High Court. Pet. Oct. 23. Ord. Oct. 23.

JACOBS, STANLEY, Hampstead, Advertising Manager. High Court. Pet. Aug. 14. Ord. Oct. 24.

JELLEY, WILLIAM R., Warwick, Grocer. Warwick. Pet Oct. 23. Ord. Oct. 23.

JONES, DAVID G., Port Talbot, Fish and Fruit Dealer. Neath. Pet. Oct. 24. Ord. Oct. 24.

JONES, ABRAHAM, Cefn-y-Crib, Mon., Licensed Victualler. Newport. Pet. Oct. 22. Ord. Oct. 22.

JOUGHIN, HERBERT, Stockport, Chemist. Stockport. Pet. Oct. 23. Ord. Oct. 23.

KING, JOHN R., and KING, FRANK E., East Finchley, Wholesale Jewellers. High Court. Pet. Oct. 24. Ord. Oct. 24.

KITCHING, JOSEPH G., Sheffield, Grocer. Sheffield. Pet. Oct. 23. Ord. Oct. 23.

KRONENBERG, JOSEPH, Bow, Wholesale Grocer. High Court. Pet. Oct. 23. Ord. Oct. 23.

LEDGER, FREDERICK, Long Eaton, Builder. Derby. Pet. Oct. 22. Ord. Oct. 22.

MARCHANT, D., Ebury-st., Manufacturing Upholsterer. High Court. Pet. Sept. 19. Ord. Oct. 24.

MCBURNIE, ROBERT J., Fleetham, near Bedale, Shopkeeper. Northallerton. Pet. Oct. 22. Ord. Oct. 22.

MCDONALD, GEORGE, Piccadilly Circus. High Court. Pet. May 26. Ord. Oct. 24.

MEADES, JAMES, Manchester. Boot Repairer. Manchester. Pet. Oct. 24. Ord. Oct. 24.

MILLER, H., Lexington-st., Golden-sq. High Court. Pet. Oct. 4. Ord. Oct. 24.

MILORDINI, BARTOLOMEO, Leyton. High Court. Pet. Sept. 14. Ord. Oct. 17.

MONCRIEFF, JOHN G., Trafalgar-bldgs., Insurance Agent. High Court. Pet. Sept. 14. Ord. Oct. 24.

PENGE AVIATION CO., Penge, Wood Workers. Croydon. Pet. Sept. 14. Ord. Oct. 23.

PIDDUCK, ERNEST C., Keighley, Dentist. Bradford. Pet. Oct. 22. Ord. Oct. 22.

PRICE, FRANCIS G., and JAMES, WILLIAM E., Talgarth, Auctioneers. Hereford. Pet. Oct. 22. Ord. Oct. 22.

RUTTER, J., Nottingham. Nottingham. Pet. Oct. 2. Ord. Oct. 23.

SANT, STUART A., Aberdare, Quarry Manager. Aberdare. Pet. Oct. 10. Ord. Oct. 22.

SAVILLE, THOMAS M., and STOCK, JOHN H., Liverpool, Slaters. Liverpool. Pet. Oct. 1. Ord. Oct. 22.

SHACKLETON, PERCY J., Great Houghton, Yorks., Charabanc Proprietor. Barnsley. Pet. Oct. 22. Ord. Oct. 22.

SHREEVE, JAMES W., Great Grimsby, Skipper. Great Grimsby. Pet. Oct. 23. Ord. Oct. 23.

SPAIN, ALEXANDER, Great Grimsby, Boilermaker. Great Grimsby. Pet. Oct. 24. Ord. Oct. 24.

STOKES, ALBERT, Liverpool, Licensed Victualler. Liverpool. Pet. Sept. 22. Ord. Oct. 22.

TERRY, CORNELIUS, Erdington, Birmingham, Grocer. Birmingham. Pet. Oct. 24. Ord. Oct. 24.

TOWNSHEND & EMMOTT, Bradford, Builders. Bradford. Pet. Oct. 1. Ord. Oct. 22.

TURNER, WILLIAM, Leicester, Boot and Shoe Retailer. Leicester. Pet. Oct. 22. Ord. Oct. 22.

WALFORD, MAJOR J. C., Farnborough. Guildford. Pet. Aug. 23. Ord. Oct. 23.

WILLIAMS, DAVID, Trimsaran, Carmarthen, Farmer. Carmarthen. Pet. Oct. 11. Ord. Oct. 23.

WILLIAMS, JAMES G., Glastonbury, Farmer. Wells. Pet. Oct. 24. Ord. Oct. 24.

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BAUCUTT, W., Manor Park, Boot Dealer. High Court. Pet. Sept. 29. Ord. Oct. 26.

BOYCE, FREDERICK W., Southampton, Wholesale Confectioner. Southampton. Pet. Oct. 25. Ord. Oct. 25.

BRYAN, ERNEST V., Coventry, Tailor. Coventry. Pet. Oct. 26. Ord. Oct. 26.

CAZENOVE, PERCY, Old Burlington-st. High Court. Pet. Oct. 1. Ord. Oct. 26.

CHAPPELL, HERBERT J., West Buckland, Somerset, Baker. Taunton. Pet. Oct. 5. Ord. Oct. 26.

CHESTER, ERNEST, Berners-st., Professional Punter. High Court. Pet. Sept. 25. Ord. Oct. 26.

CHIPPENDALE, JOHN, CHIPPENDALE, ALBANY, and ELLIS GEORGE, Newcastle-upon-Tyne, Joiners and Cabinet makers. Newcastle-upon-Tyne. Pet. Oct. 25. Ord. Oct. 25.

CROSSMAN, WALTER E., Bridford, Devon, Farmer. Exeter. Pet. Oct. 26. Ord. Oct. 26.

ENGLAND, FREDERICK, Waltham Cross, Secretary to Limited Company. Edmonton. Pet. Oct. 25. Ord. Oct. 25.

EVANS, GWILYM, Burry Port, Grocer. Carmarthen. Pet. Oct. 25. Ord. Oct. 25.

FAIRCLOUGH, ALICE, St. Helens, Glass, China and General Dealer. Liverpool. Pet. Oct. 26. Ord. Oct. 26.

FISHER, BARNETT, Barrow-in-Furness, Tailor. Barrow-in-Furness. Pet. Oct. 25. Ord. Oct. 25.

FISHER, ZETTA, Barrow-in-Furness, Draper. Barrow-in-Furness. Pet. Oct. 25. Ord. Oct. 25.

GIEDER, ELIZABETH, Ashby-de-la-Zouch, Fried Fish Dealer. Burton-on-Trent. Pet. Oct. 26. Ord. Oct. 26.

HARRISON, ARTHUR H., Water Fulford, near York, Baker. York. Pet. Oct. 24. Ord. Oct. 24.

HAYDON, WALTER H., and HAYDON, ALFRED J., Hackney, Builders. High Court. Pet. Oct. 25. Ord. Oct. 25.

HEWITT, JOHN, Chancery-lane, Printer and Stationer. High Court. Pet. Oct. 27. Ord. Oct. 27.

HUDSON, M. & Co., Laurence Pountney-hill, Import and Export Merchants. High Court. Pet. Oct. 3. Ord. Oct. 31.

JONES, HENRY R., Luton, Draper. Luton. Pet. Oct. 25. Ord. Oct. 25.

JONES, LEWIS A., Talybont, Cardigan, Farmer. Aberystwyth. Pet. Oct. 20. Ord. Oct. 20.

KENYON, JOHN, Morecambe, Coal Merchant. Preston. Pet. Oct. 25. Ord. Oct. 25.

LEVIN, SIDNEY S., LEVIN, HARRY, and BLACK, MAX, Boston, Drapers. Boston. Pet. Oct. 8. Ord. Oct. 22.

LITTLEJOHNS, JOSHUA, Upper Killay, Glam., Haulage Contractor. Swansea. Pet. Oct. 25. Ord. Oct. 25.

MANTLE, ALFRED W., Lower Halstow, Kent, Engineer. Rochester. Pet. Oct. 26. Ord. Oct. 26.

MITCHELL, THOMAS E., Bromyard, Farmer. Worcester. Pet. Oct. 26. Ord. Oct. 26.

MLINARIC, FRANJO, New Bond-st. High Court. Pet. Sept. 25. Ord. Oct. 24.

PHILLIPS, ARTHUR F. B., Kineton, Warwick, Cycle Agent. Warwick. Pet. Oct. 26. Ord. Oct. 26.

POTTER, Lieut.-Col. H. B., Chisledon Camp, Wilts. Swindon. Pet. Oct. 8. Ord. Oct. 24.

REED, ARTHUR Q., Harlesden, Accountant. High Court. Pet. Oct. 1. Ord. Oct. 25.

RIMMINGTON, WILLIAM F., Kingston-upon-Hull, Commercial Clerk. Kingston-upon-Hull. Pet. Oct. 25. Ord. Oct. 25.

SCOTT, JAMES D., Lambs Conduit-st., W.C. High Court. Pet. Aug. 15. Ord. Oct. 25.

SEATON, FRANCIS, Burton-on-Trent, Haulage Contractor. Burton-on-Trent. Pet. Sept. 26. Ord. Oct. 24.

SEGAL, NATHAN, Newcastle-upon-Tyne, Wholesale Jeweller. Newcastle-upon-Tyne. Pet. Oct. 25. Ord. Oct. 25.

SMITH, FRED, Bradford, Insurance Agent. Bradford. Pet. Oct. 9. Ord. Oct. 25.

TERRY, JAMES W., Maidstone, Farmer. Maidstone. Pet. Oct. 26. Ord. Oct. 26.

THOMPSON, GEORGE F., Great Yarmouth, Greengrocer. Great Yarmouth. Pet. Oct. 27. Ord. Oct. 27.

WELLER, W. & G., Brighton, Motor Engineers. Brighton. Pet. July 30. Ord. Oct. 9.

WESTBY & SON, Long Itchington, Warwick, Builders. Warwick. Pet. Sept. 13. Ord. Oct. 25.

WHITE, CHARLES J., Croydon. Croydon. Pet. Aug. 11. Ord. Oct. 23.

WHY, WILLIAM, Brighton, Clothier. Brighton. Pet. Oct. 25. Ord. Oct. 25.

WRAGG, CHARLES W., Amcotts, Lincs., Dealer. Sheffield. Pet. Oct. 25. Ord. Oct. 25.

YATES, THOMAS, and YATES, WILLIAM, Shrewsbury, Cattle Dealers. Shrewsbury. Pet. Oct. 24. Ord. Oct. 24.